

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. DACA51-01-B-0022-0004	2. TYPE OF SOLICITATION <input checked="checked" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 28-Sep-2001	PAGE OF PAGES 1 OF 65
IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.				
4. CONTRACT NO. DACA51-01-C-0040		5. REQUISITION/PURCHASE REQUEST NO.		6. PROJECT NO.
7. ISSUED BY CODE USA ENGINEER DISTRICT, NEW YORK ATTN: CENAN-CT ROOM 1843 26 FEDERAL PLAZA (DACA51) NEW YORK NY 10278-0090 TEL: (212)264- FAX: (212)264-3013		8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE <div style="text-align: center; font-weight: bold; padding: 10px;">See Item 7</div>		
9. FOR INFORMATION CALL:	A. NAME EDWARD T LEW		B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 212-264-6707	
SOLICITATION				
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".				
10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS <i>(Title, identifying no., date):</i> Michie Stadium Seismic Upgrade, as identified and outlined in the documents listed below: Section 00010 - Solicitation Contract Form; Section 00100 - Bidding Schedule/Instruction to Bidders; Section 00600 - Representations and Certifications; Section				
11. The Contractor shall begin performance within <u> 5 </u> calendar days and complete it within <u> 365 </u> calendar days after receiving <input type="checkbox"/> award, <input checked="checked" type="checkbox"/> notice to proceed. This performance period is <input checked="checked" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. <i>(See _____ .)</i>				
12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="checked" type="checkbox"/> YES <input type="checkbox"/> NO			12B. CALENDAR DAYS 10	
13. ADDITIONAL SOLICITATION REQUIREMENTS: A. Sealed offers in original and <u> 2 </u> copies to perform the work required are due at the place specified in Item 8 by <u> 17:00:00 </u> <i>(hour)</i> local time <u> 9/25/01 </u> <i>(date)</i> . If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due. B. An offer guarantee <input checked="checked" type="checkbox"/> is, <input type="checkbox"/> is not required. C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference. D. Offers providing less than <u> 60 </u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.				

SOLICITATION, OFFER, AND AWARD (Continued)*(Construction, Alteration, or Repair)***OFFER (Must be fully completed by offeror)**

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code) TRATAROS CONSTRUCTION INC COSTAS N. TRATAROS 664 64TH STREET BROOKLYN NY 11220		15. TELEPHONE NO. (Include area code) 718-833 6070
		16. REMITTANCE ADDRESS (Include only if different than Item 14) See Item 14
CODE 6X854	FACILITY CODE	

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)

AMOUNTS	SEE SCHEDULE OF PRICES
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18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS*(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)*

AMENDMENT NO.										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20B. SIGNATURE	20C. OFFER DATE
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AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

SEE SCHEDULE

22. AMOUNT \$4,482,409.00	23. ACCOUNTING AND APPROPRIATION DATA See Schedule
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24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)
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26. ADMINISTERED BY CODE	27. PAYMENT WILL BE MADE BY CODE
	USACE, FINANCE CENTER MILLINGTON 5722 INTEGRITY DRIVE ATTN: CEFC-AO-P ACCOUNTS PAYABLE BRANCH MILLINGTON TN 38054-5005

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.	<input checked="" type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
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30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)	31A. NAME OF CONTRACTING OFFICER (Type or print) ELLA D SNELL / CHIEF, CONTRACTING DIVISION
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30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA BY 	31C. AWARD DATE 29-Sep-2001
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SECTION SF 30 BLOCK 14 CONTINUATION PAGE

Due to heightened security measures, contractors must allow adequate lead time if bids are hand carried. If bids are hand carried/ drive to the installation, offers must have a valid drivers license, vehicle registration, and vehicle insurance. Offers electing to park their vehicles and walk to building 301 must have a valid I.D. i.e., picture I.D., drivers license or passport as well as a copy of their bid/proposal.

In some instances bid/proposals due dates have already passed. Contractors will be provided instructions, either by telephone or amendment. For offerors that have submitted bids/proposals to 26 Federal Plaza, you must resubmit such bids/proposals.

In the event Fax'd bids/amendments/proposals are authorized, the following number apply:

Fax numbers are: 718-765-7212 or 718-765-7210

Telephone number: 718-765-7071

or

Cell phone number: 917-533-8522

For web questions, please contact Thanh Nguyen Thanh.g.nguyen@usace.army.mil.

For contracting questions, please contact Edward Lew, at e-mail address Edward.T.Lew@usace.army.mil, or at 917-533-8527.

NOTICE TO OFFERERS

of any offerer

To acknowledge receipt

Of this Amendment in

Item 19. Of Standard

Form 1442

May result in REJECTION

Of the offer.

IFB No. DACA51-01-B-0022 Failure

Amend. No. 2

Department of the Army

New York District

Corps Of Engineer

26 Federal Plaza

New York, N.Y. 10278

AMENDMENT NO. 2 FOR MICHIE STADIUM SEISMIC RETROFIT – PHASE II UNITED STATES MILITARY ACADEMY, WEST POINT, NEW YORK.

STANDARD FORM 1442 SHOWS BID OPENING FOR 20 SEPTEMBER 2001 AT 2:00PM. THIS DATE HAS CHANGED TO 25 SEPTEMBER 2001 AT 2:00PM.

The following needs to be incorporated into the amendment:

1. Replace the bid schedule in its entirety with the attached revised bid schedule.
2. Replace 800.1 para (1) (a) (i) "Scope of Work" in its entirety with the attached "Scope of Work."
3. Add "800.44 "Coordination with other Contractors": The Contractor should be prepared to coordinate their activities with the two (2) other Contractors in the immediate area. The installation of ground facilities including an elevator tower and structural steel for a new press box will be on going. In addition, the Phase I contractor may be completing punch list items during this period. Two larger projects are currently on going to the north and south of the stadium. Weekly coordination meetings at an adjacent site are currently conducted due to the activity in this area. A representative must attend these meetings to discuss open issues and any problems with coordination."
4. Add the following section "800.45 **HAZARDOUS MATERIAL IDENTIFICATION & MATERIAL SAFETY DATA (AUG 1987)**

(a) The Contractor agrees to submit a Material Safety Data Sheet (Department of Labor Form OSHA-20), as prescribed in Federal Standard No. 313B, for all hazardous material 5 days before delivery of the material, whether or not listed in Appendix A of the Standard. This obligation applies to all materials delivered under this contract which will involve exposure to hazardous materials or items containing these materials.

(b) "Hazardous material", as used in this clause, is as defined in Federal Standard No. 313B, in effect on the date of this contract.

(c) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(d) The Contractor shall comply with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(e) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate, and disclose any data to which this clause is applicable. The purposes of this right are to (i) apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials; (ii) obtain medical treatment for those affected by the material; and (iii) have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (e) (1) (i) above, in precedence over any other clause of this contract providing for rights in data.

(3) That the Government is not precluded from using similar or identical data acquired from other sources.

(4) That the data shall not be duplicated, disclosed, or released outside the Government, in whole or in part for any acquisition or manufacturing purpose, if the following legend is marked on each piece of data to which this clause applies : "This is furnished under United States Government Contract No _____ and shall not be used, duplicated or disclosed for any acquisition or manufacturing purpose without the permission of _____. This legend shall be marked on any reproduction of this data." (End of Legend)

(5) That the Contractor shall not place the legend or any other restrictive legend on any data which (i) the Contractor or any subcontractor previously delivered to the Government without limitations or (ii) should be delivered without limitations under the conditions specified in the Federal Acquisition Regulation in the clause at 52.227-14, Rights in Data.

(f) The Contractor shall insert this clause, including this paragraph (f), with appropriate changes in the designation of the parties, in subcontracts at any tier (including purchase designations or purchase orders) under this contract involving hazardous material.

(End of clause) (FAR 52.223-3)

5. Replace section 800.33 in its entirety with “ **SAFETY AND HEALTH REQUIREMENTS MANUAL**: This contract is for construction or dismantling, demolition, or removal of improvements with any Department of Army agency or component. The Contractor shall comply with all the pertinent provision of the latest version of the U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect the date of the solicitation. EM 385-1-1 and its changes are available at <http://www.hq.usace.army.mil> (at the HQ homepage, select Safety and Occupational Health). The Contractor shall be responsible for complying with the current edition and all changes posted on the web as of the effective date of this solicitation.

a. It is the Contractor's responsibility to ensure that its employees and those of any, or all other subcontractors', do not perform any required work in surroundings, or under conditions which are unsafe, dangerous to the employees' health. All work done on USMA reservation, must be performed in a safe manner, that is in compliance with the Corps of Engineers', Federal, State and local safety laws and regulations.

b. To ensure this is accomplished, prior to commencement of work at any job site, an acceptable accident prevention plan, written by the prime Contractor for the specific work and implementing, in detail, pertinent requirements of EM 385-1-1 and other applicable regulations, will be forwarded to the Contractor Administrator and Post Safety Officer. The Plan shall include, but not limited to, what control measures the Contractor will take to control hazards associated with materials, services, operations and equipment. This plan shall provide for frequent and regularly scheduled safety/health inspections of the work site by contractor management who are knowledgeable of OSHA 1910 (Industrial), OSHA 1926 (Construction) and EM 385 1-1 US Corps of Engineers Safety and Health Requirements Manual. The Safety/Health representative shall correct any unsafe/violated condition immediately.

c. Any job performed in an unsafe or hazardous manner that creates an imminent danger to USMA or Contractor's employees, will be shut down by the Contracting Officer or his designate.

d. The following publications/standards are recommended for Contractor's reference files. This is not intended as an all encompassing list:

OSHA 1926 (Construction)
OSHA 1910 (Industrial)
EM 385 -1-1
ANSI Standards
National Electric Code (NEC)
National Fire Protection Association Codes (NFPA)
New York State: Vehicle and Traffic Law (most recent edition)
Building Construction Code
Industrial Code Rule 23 (Department of Labor)”

6. Add the following section “800.46 **ACCESS ROUTES, CONTRACTOR AREAS, DELIVERY AND VISITOR CONTROL**

a. The Contractor will utilize only entry points as shown on the Site Plan. Contractor's personnel and construction equipment will not be permitted in any place other than what is designated on the Site Plan, unless specifically authorized by the Contracting Officer. The Contractor shall make a request for authorization to use alternate limited access to the Contracting Officer at least seven (7) calendar days in advance.

b. A staging area, with a minimum capacity for one 8 foot by 16 foot trailer, shall be available near each of the building sites. The exact location for staging is attached to section 800 in 8 1/2 x 11 format. A field trailer will be provided for the COE and Contractor coordinated between the Contracting Officer and the Contractor. The Contractor will utilize the areas within his construction limits for his daily staging. The Contractors' staging area shall be surrounded by a 6 ft. high, anchored to ground, chain link fence, with green or black slats for privacy screening so that visibility through the fence is obstructed. Trailers, materials, or equipment shall not be placed or stored outside the fenced area unless such trailers, materials or equipment are assigned a separate and distant storage area by the Contracting Officer away from the vicinity of the staging area but within military boundaries. Trailer, equipment, or materials shall not be open to public view with the exception of those items, which are in support of ongoing work on any given day. Materials shall not be stockpiled outside the fence in preparation for the next day's work. At the end of each work day mobile equipment, such as tractors, wheeled lifting equipment, cranes, backhoes and like equipment, shall be parked within the fenced area. The following shall remain fully accessible: sallyports, hydrants, standpipes and accessways, guest parking, public utility rooms. The Contractor shall be responsible for all temporary connections (power, water telephone, etc.) to the staging area. The Contractor shall maintain the area in a clean and neat condition. Parking for Contractor's employees near the staging area is subject to Contracting Officer approval. Contractor's employees parking will be limited to a remote site. The Contractor shall be responsible for transporting employees to the project site. The Contractor will return all such area to their original condition unless specifically authorized by the Contracting Officer.

c. Additional off-site storage areas, if available, may be provided by the Government upon request from the Contractor at no additional cost. The Contractor must maintain all necessary security of his materials and supplies at this off-site location.

d. The Contractor will be responsible for the control of material deliveries, vendors, suppliers, prospective employees and other authorized personnel entering the project area as relates to this contract. The Contractor will install signs at entrances to the project directing deliveries and visitors to the proper entry points.

e. The Contractor will be permitted to utilize the staging area for material storage and unloading, material hoists, rubbish containers, rubbish chutes (if any), temporary office and personnel dressing facilities, and all other items required for staging.

f. The Contractor shall provide chemical toilets for his personnel in the staging areas, and shall be responsible for cleaning and servicing these toilets in accordance with pertinent health regulations and will assure a frequency of service as required to prevent odors or other

nuisance. Use of toilet facilities by Contractor's employees within the Guest Houses will not be permitted.

g. The Contractor shall provide weather tight and waterproof storage facilities for all materials stored at the site and required to be incorporated into the work.

h. The Contractor shall remove rubbish containers when full or every two weeks which ever comes first.

i. The color of dumpsters, trailers, storage sheds and portable latrines shall be approved by the Contracting Officer.

j. All materials, trailers, and storage sheds in staging and construction areas shall be elevated and stored a minimum of 3 feet from any structure or fixed object. Trailers shall have doors on both ends.

k. Contractor shall limit employees and employee vehicles to his work site."

7. Add the following section "800.47 **EXISTING PARKING**

The Contractor except for those areas identified as "staging areas" shall not use the existing parking for guests and Government employees."

8. Add the following section "800.48 **MAINTENANCE OF ACCESS ROADS**

a. The Contractor will be responsible for the maintenance of access roads (if applicable) between the site staging areas and the construction site. Maintenance of access roads will include snow removal. The Contractor will remove snow piles and rows when they affect safety, hamper emergency and fire vehicles, or block proper drainage.

b. The Contractor will provide and allow full access to the project site to all traffic, except as noted, to other contractors and authorized personnel as designated by the Contracting Officer.

c. The Contractor shall not inflict damage upon land properties, roads outside the authorized construction areas by unwarranted entry upon, driving over curbs, passage through, damage to or disposal of, material on such land or property, or overloading of roads. The Contractor may make a separate agreement with any other party, regarding the use of, or right to, land or facilities outside the contract area,. If such an agreement is made, it shall be in writing and a copy shall be furnished to the Contracting Officer. The Contractor shall hold and save the Government, its officers and agents free from liability of any nature or kind arising from any trespassing or damage occasioned by his operations."

9. Add the following section "800.49 **FIRE PROTECTION**

The Contractor will provide fire protection in accordance with Section 9 of EM 385-1-1, US Army Corps of Engineers Safety and Health Requirements Manual. The Contractor's means of providing such protection will be included in his safety plan as required by the contract. The plan shall include fire exits and access routes during construction and during partial acceptance of the facilities, if any. Although the US Military Academy, West Point Fire department and local departments with whom the US Military Academy has mutual aid agreements will respond to emergencies, the capabilities of these departments will be limited by their available equipment and access to the construction sites.”

10. Add the following section “800.50 **SITE AND BUILDING SECURITY**”

(a) The Contractor will be responsible for the security of the areas within the contract limits. When the Government takes possession of certain areas, the Contractor will be responsible for the areas remaining under his control.

(b) The Contractor will be responsible for furnishing an identification badge to each employee in accordance with the contract clause 00800.24 "IDENTIFICATION OF EMPLOYEES". The Contractor shall provide an updated list of all employees working on the site. This list shall be provided on a monthly basis or when requested by the Contracting Office throughout the duration of this contract.

(c) The Contractor shall submit a written Security Plan for the approval of the Contracting Officer no later than thirty (30) calendar days after receipt of the NTP. The plan will address the requirements stated above, the various contract technical and special requirements and the Installation Security regulations. The Security Plan will set operating procedures and organizational structure including designation of responsible individuals.”

11. Add the following section “800.51 **UTILITY VERIFICATION**”

The contract drawings depict the general layout and elevations of all known utilities. The utility lines are presented for informational purposes only and must be field verified by the Contractor prior to the start of any utility work. The Contractor shall locate and determine elevations of all existing utilities which he will encounter during his work and shall protect all such utilities from any possible damage during the progress of his work. If damage should occur due to the Contractor's operations, repairs shall be made by qualified personnel at the Contractor's expense.”

12. Add the following section “800.52 **ARTIFACTS, PRESERVATION & PROTECTION OF HISTORICAL, ARCHAEOLOGICAL AND CULTURAL RESOURCES**”

Any and all items of prehistoric, historic and military relics or memorabilia, which may be discovered in the course of the construction activities, shall remain the property of the Government. Examples of such items include but are not limited to: printed matter or other papers, buttons, buckles, or fragments of uniforms, buried weapons, bayonets, sabers, cannon balls, ammunition, fragments of structures or foundations, in short any item of historical or archaeological value. Federal legislation provides for the protection, preservation and collection of scientific, prehistorical, historical and archaeological data, including relics and specimens

which might otherwise be lost due to alteration of terrain or building features as a result of any federal construction project. Any person who, without permission, injures, destroys, excavates, appropriates or removes any historical or prehistorical artifact, object of antiquity or archaeological resource from public lands of the United States is subject to arrest and penalty of law.

Cultural resources on Federal property are protected and managed by the Archaeological Resources Protection Act of 1979 and other applicable laws. The Contractor shall exercise care so as not to disturb or damage artifacts or fossils (should any be uncovered) during the excavation operations. Should the Contractor or any parties operating or associated with the performance of this contract discover evidence of possible scientific, prehistoric, historic or archaeological finds within the work limit lines or adjacent to work area shall immediately cease work at that location and notify the Contracting Officer, in accordance with USMA SOP 16-1. The Contractor shall provide the Contracting Officer with all information as to the specific location and nature of the findings. USMA SOP 16.1 will be furnished to the Contractor at the pre-construction meeting. The Contractor shall cooperate fully with the Contracting Officer in implementing the procedures of USMA SOP 16.1, except that all notifications by the Contractor shall be to the Contracting Officer and that all directions to the Contractor will be from the Contracting Officer. Where appropriate by reason of discovery, the contracting officer may order delays in time of performance or changes in the work or both. If such delays or changes are ordered, an equitable adjustment will be made in the contract in accordance with the applicable clauses of the contract.”

13. Add the following section “800.53 **CONNECTION WITH WORK OF OTHER CONTRACTS**”

During the period of this contract, other contracts may be in force for the construction of other features of work on or adjacent to the site of work being accomplished under this contract. The Contractor shall arrange his plant and shall schedule and perform the work as to effectively cooperate with all other contractors and Government agencies. It is the Contractor's responsibility to know the extent of the limits of his contract. No direct or extra compensation will be allowed on account the cooperation required.

(a) At all points of connection with work of other contracts, the Contract shall coordinate, as required, with the adjoining contracting to insure proper and timely connections.

(b) Where the work under this contract is completed before that of the adjoining contractor, the Contractor shall terminate his work in an approved manner ready for future connection by the adjoining contractor. Pipes and conduits shall be closed with suitable caps or plugs that will prevent entry of dirt or debris, but that are readily removable when final connections are made. For underground lines that are back-filled, approved type markers that extend above the ground surface shall be provided to facilitate future location of the lines by the adjoining contract.

(c) Where the work of the adjoining contractor is already in place, the Contractor shall perform all work required to effect the necessary connection, including locations of underground lines, removing of caps, providing necessary adapters or joining pieces, and all related incidental work for necessary for a proper, secure connection.”

14. Add the following section “800.54 **WORKING CONDITIONS, WORKING HOURS AND NON-WORKING DAYS**”

a. Working Hours: Normal working hours shall be Monday - Friday, 0745 to 1630 hours. The Contracting Officer must approve differences to these working hours.

b. Non-Working Days: During the course of this contract the Contractor shall not perform any physical work on the days listed below:

(1) Graduation Week 27 May 2002-01 June 2002

(2) Reception Day 01 July 2002

(3) Football Home Games: Approx. seven (7) home football games per year are scheduled on Saturday's. Exact dates may be furnished to the Contractor on request in the year that they will occur. No work will be performed during these days.

(4) All Government Holidays

(5) The Contractor should anticipate four (4) additional days each calendar year on which no physical work shall be performed. These will be at the Governments discretion. The actual "No Work" days will be confirmed by the Government during the work phase in conjunction with the construction plan approval. The Contractor's schedule must reflect the above anticipated "no work" days.

c. Working Conditions:

(1) Open trenches or road restrictions will not be permitted without the approval of the Contracting Officer.

(2) Parades, reviews or similar ceremonies are routinely conducted up to or four times a week. Hours of such ceremonies are normally 5:00pm on weekdays and 11:30 am on Saturdays, although there are exceptions to these hours. Detailed schedules of ceremonies may be obtained two (2) months in advance on request from the Contracting Officer. In addition the following requirements shall apply to all contractor's activities in connection with these ceremonies:

(a) Right of way shall be given to cadets marching in formation.

(b) During the actual ceremonies, the Contractor's activities that produce noise to an extent which would distract or interfere with the ceremony, such as the operation of extremely loud and noisy machinery, shall be suspended until the ceremony is over.

(3) Accessways shall be fully usable.

(4) All cost for conformance with the above stated requirements shall be included with the lump sum contract amount and no claim for extra cost shall be considered.

15. Add the following section “800.55 **CONSTRUCTION DISPOSAL, HOUSEKEEPING AND CLEAN UP**”

a. All construction debris or other rubbish generated as a result of construction activities shall be disposed of, **OFF** the Military Reservation at the Contractor's expense. Scrap, debris or surplus construction materials are not to be buried or burned on the site or disposed of in the sanitary disposal containers operated by the Government. The Contractor must obtain all necessary permit/applications required for the disposal of debris for off site locations. The Contractor is responsible for obtaining all necessary permits required for the disposal of all construction debris, including proper disposal of Hazardous Materials.

b. **Spillages and Damages:** All spillage and mud from the Contractor's trucks or activities shall be removed promptly. All damages to existing curbing, roads, walks, trees, fencing, walls, floors, landscaping and other Government Property resulting from the Contractor's activity, shall be repaired promptly, as directed by the Contracting Officer, and at the Contractor's expense.

c. The Contractor shall take into full account the special Public, Military and Academic nature of the United States Military Academy and its prominence as a tourist attraction, all of which will be in operation during the course of this construction. Where materials or plants cannot be kept on the designated area in neat, clean and orderly fashion, and thereby cause an unnecessary eyesore, they shall be moved to other locations, on or off Government property, as directed by the Contracting Officer. The Contractor shall, at all times, furnish from his own organization a sufficient force to carry out the housekeeping and cleanup requirements on both exterior and interior areas affected by his contract operations, on a day to day basis throughout the life of the contract.

d. Project Housekeeping shall be done on a continual basis. Areas requiring housekeeping include the Work area, Contractor's area, all staging areas provided to the Contractor and around all trailers. At the end of each day, the Contractor shall leave the housekeeping areas broom clean and free of rubbish, litter, and construction debris generated by that day's work. In addition, Contractor shall have daily inspection to insure that building entrances, public hallways and exits are kept vacuum clean and free of rubbish, litter, and construction debris generated by that day's work. Any dirt or mud which is tracked onto paved or surfaced entrance areas, sidewalks and roadways, shall be cleaned away immediately and in no case shall the Contractor leave the site at the close of work without verifying that all debris, dirt or mud has been removed from any surface within the limits of construction.

e. The Contractor shall provide and maintain a dumpster of sufficient size at each project site. The dumpster shall be replaced at regular intervals to avoid overfilling and spillage and the area around the dumpster shall be kept clean at all times.

f. If, at any time during the progress of the work, the Contracting Officer determines that the Contractor is failing to comply with the requirements of the subparagraph above, he may direct the Contractor to take such measures as he deems necessary to constitute corrective action. Such measures may include the requirement to increase the work force assigned to the housekeeping and cleanup operations or to work during evenings or weekends until proper job conditions have been restored.

g. Dust control shall be performed as the work proceeds and whenever nuisance or hazard occurs. The Contractor shall provide barriers in interior construction areas to keep occupied areas of the building free of dust. No cost thereof shall be considered incidental to and included in the contract prices. The Contractor shall control his operations to prevent any measurable or visible dust from migrating outside of his work area and shall conduct daily cleaning inspections in adjacent spaces. Contractor shall clean any areas he finds dirty and shall also coordinate with Guest House housekeeping staff on cleaning products typically used for finishes. See Dust and Noise Control procedure section.

h. After construction is completed in each room, hallway, and public space, contractor shall insure the following cleaning procedures:

- (1) Carpet finishes shall be vacuum cleaned.
- (2) Wall/floor tile finishes shall be mop/sponge cleaned.
- (3) All other finishes (suspended ceiling tile, gwb, etc...) shall be dust cleaned.

Contractor shall coordinate with Guest House housekeeping staff on cleaning products typically used for finishes. Contractor shall be responsible for having finishes at the condition they were before construction started. When final cleanup is completed, the Contractor shall schedule final inspection with the Contracting Officer. Acceptance of final cleanup completion is subject to approval of the Contracting Officer. The Contractor's Manager shall be present at the final cleaning inspection. If the Contractor's performance is unsatisfactory, the Contracting Officer will either a) determine if re-performance of minor deficiencies can be accomplished during the final inspection or b) prepare and furnish a written site inspection checklist for major deficiencies which indicates those areas that require re-performance (failed inspection) and can not be accomplished during the final inspection. Contractor shall then reschedule another final inspection."

16. Add the following section "800.56 **DISPOSAL AND BURNING**

No open burning of construction material and debris will be permitted on the construction sites during the extent of this contract. Construction debris and other rubbish shall be disposed of, off of the Military Reservation. Burning of rubbish or site removal items will not be permitted. Scrap, debris and surplus construction materials are not to be disposed of in the "Post Sanitary Disposal Containers" (Dumpsters), which are distributed throughout the area, but must

be loaded in the Contractor's dumpsters for disposal at a location other than the United States Military Academy.”

17. Add the following section “800.56A **OPERATION AND MAINTENANCE MANUALS**

(a) The Contractor shall provide six (6) sets of operation and maintenance manuals to be used for training, operation and maintenance of each piece of operating equipment and material finishes. All material shall be clearly identified, including its location on the project. Sheets shall be 8 1/2" x 11", except pull out sheets which may be neatly folded to 8 1/2" x 11". Manuals shall be properly indexed, bound in plastic covered 3 ring, loose leaf binder with the project title lettered on the front cover, and shall contain:

1. Name, address, phone number and trade of all subcontractors.
2. Complete maintenance instruction; name, address and phone number of installing contractor, manufacturer's local representative, for each piece of operating equipment.
3. Narrative consisting of instruction for equipment and systems to include:
 - a. Description of system and intent.
 - b. Start-up Procedures.
 - c. Emergency Procedures.
 - d. Shut-down Procedures.
 - e. Maintenance Instructions.
 - f. Wiring Diagrams and trouble shooting guidelines.
 - g. System Layout Diagrams
4. Catalog data on plumbing fixtures, valves, water heaters, heating and cooling equipment, temperature controls, fans, electrical panels, service entrance equipment, elevators and light fixtures.
5. Instructions for use in training and operation and maintenance of each item of operating equipment.
6. Manufacturer's name, type, color designation for ceramic tile, resilient floors, windows, doors, brick, concrete block, paint, roofing and other materials.

(b) Submit six (6) copies of maintenance manual to the Contracting Officer for the Installation's use prior to request for substantial completion.

(c) **Operation and Maintenance Instructions**: The Contractor shall provide at his own expense competent manufacturer's representatives to completely check out all mechanical and electrical systems and items covered by the drawings and technical provision of this contract. This requirement shall be scheduled just prior to and during the initial start-up and before requesting the final inspection of a phase. After all systems are functioning properly, the representative shall instruct Installation maintenance personnel in the proper operation and

maintenance of each item. In addition, to the instruction given at the project, Installation personnel shall be given a one day classroom instruction course of the operation and maintenance of the systems. This training shall be video taped and provided to the Government.

(d) Posted Operating Instructions: All major items of mechanical equipment shall have posted in a convenient and appropriate location operating instruction consisting of photo engraved description of system operation, including necessary diagrams keyed to valve and piping identification systems.”

18. Add the following section “800.57 **PREPARATION OF DD FORM 1354 "TRANSFER OF ACCEPTANCE OF MILITARY REAL PROPERTY"**”:

At the conclusion of this contract, the Contractor will compile and furnish to the Contracting Officer all costs and quantity data of materials and systems furnished and installed. A list of items for which the costs and quantity data is required and blank DD1354's will be furnished to the Contractor by the Government. The Contractor shall return this information to the Contracting Officer within ten (10) days from receipt of the list in the form of a DD1354 form.

1. NO Asbestos Statement: Upon completion of the work, the Contractor and all of his subcontractors shall provide a written statement stating that "No Asbestos-Containing" material/products were used in the construction.

2. The Contractor shall submit all project closeout documents not previously provided to the Contracting Officer at the time of the Beneficial Occupancy Inspection.”

19. Add the following section “800.58 **SCAFFOLDING**”

The Contractor shall furnish and securely set and maintain scaffolding required for the work. All scaffolding shall be made of good, sound materials, of adequate strength and dimensions for its intended use and substantially braced and secured to insure safety for those required using it. Scaffolding shall also comply with OSHA and EM 385.1-1. The Contractor shall submit detailed scaffolding drawings to the Contracting Officer for information only.”

20. Add the following section “800.59 **COORDINATION OF TRADES**”

The contract drawings are in part diagrammatic and show the general arrangement of duct, piping and other mechanical and electrical trades. The Contractor must have a competent engineer on the project site to coordinate all field-work and shop drawings of the various trades prior to installation and/or submission of field or shop drawings for approval. The Contractor shall allot spaces to the various trades prior to installation of the work. In spaces where all the various installations cannot be accommodated, the Contractor shall notify the Contracting Officer and shall submit alternate solutions as to its solution at no cost to the Government. The decision of the Contracting Officer shall be final.

The Contractor shall be responsible for the coordinated drawings of the various trades showing locations and sizes of all sleeves, electric outlets, inserts, piping, shafts, hangers, lights, ducts,

catwalks, pads, chases, sprinklers, smoke detectors, soffits, fascias, steel trusses, etc. Composite signed-off coordinated shop drawings shall be developed at 3/8" equals 1'-0 scale showing all mechanical-electrical work in hung ceilings and chases."

21. Add the following section "800.60 **PROGRESS PHOTOGRAPHS**

The Contractor, as directed by the Contracting Officer's representative, shall submit monthly, a minimum of twelve (12) 8" X 10" color photographs showing construction progress."

22. Add the following section "800.59 **MATERIAL HOISTS**

The Contractor shall furnish, maintain and operate all materials hoists as required to complete this contract. Hoists shall be complete with all equipment necessary for operation, and shall meet any and all applicable laws and regulations. Material hoists shall be located on the existing site as directed by the Contracting Officer. Hoists shall be enclosed by a temporary 8'-0" high chain link fence."

23. Add the following section "800.60 **PARTNERING**

In order to most effectively and efficiently accomplish the work provided for in this contract, the Government is encouraging the formation of a cohesive, mutually beneficial partnership with the Contractor and its subcontractors. This partnership would strive to draw on the strengths, skills and knowledge of each organization to achieve a quality product done right the first time, within budget, safely and on schedule. The focus of partnering is to build cooperative relationships, avoid or minimize disputes and actively pursue the attainment of common goals by the Contracting parties. Success will be dependent upon teamwork characterized by open and effective communications while always adhering to the highest professional standards.

The partnership would be bilateral in makeup and participation. Any costs associated with the effectuation of this partnership would be shared with no change in the contract price."

24. Add the following section "800.61 **DIG SAFE PERMIT**

The contractor shall be responsible for obtaining a dig safe permit prior to commencing any excavation. The digging permit is referred to as the "Dig-Safe Permit" and the procedure for obtaining this permit is as follows:

a. The contractor shall notify the Contracting Officer in writing 20 working days prior to commencing any excavation. Notification letter must include areas to be excavated, reason for excavation, depth of excavation, and any supporting information such as drawings to allow the processing of permit. A copy of the Dig Safe Permit Request and permit will be provided to the contractor at the pre-construction conference. The top portion of the request must be filled out by contractor and submitted to the Contracting Officer. The contractor shall not be compensated for any delay caused by failure to notify government on timely basis to obtain the digging permit.

b. Government personnel will mark the APPROXIMATE location of utilities in the area of the proposed work at least 5 workdays prior to the planned excavation date. In the event these markings are damaged or washed-off, the contractor must contact the Contracting Officer. Since markings are approximate, excavation must be performed with due care. When excavating in areas adjacent to marked utilities, only hand excavation will be acceptable.

c. Once the permit is approved and signed by the Chief of the Utilities Division a Dig-Safe Permit will be issued to the contractor. From the issuance of the Dig-Safe permit, the contractor has two weeks to commence excavation, after that the permit will no longer be valid and will have to be re-submitted.

d. In the event that any utility line is damaged during excavation, all excavation will stop, and the Contracting Officer shall be contacted immediately. The contractor shall take immediate action to repair the damaged utility at no additional cost to the Government. If utility lines are uncovered which were not identified in the Dig-Safe Permit, the Contracting Officer or Contracting Officer Representative will be contacted, a determination will be made as to which utility is involved and whether the lines are active or abandoned. When an unknown line is uncovered, it will be treated as "live" until determined otherwise."

25. Add the following section "800.62 **PEST CONTROL**

(a) The Contractor shall deposit all food refuge in sealed trash containers to restrict food source for rodents.

(b) The Contractor shall replace construction dumpsters at least every two weeks to prevent rodent harborage.

(c) All materials, trailers, and storage sheds in staging and construction areas shall be elevated and stored a minimum of 3 feet from any structure or fixed object.

(d) The Contractor shall provide access to the construction area to the West Point pest control personnel and contractor. The West Point pest control contractor will conduct two site visits daily, one at the end of the construction day to set traps for rodents and one at the start of the construction day to remove traps.

(e) The Contractor shall cap all pipes at the end of each day to prevent pest infiltration."

26. Add the following section "800.63 **COORDINATION MEETINGS**

Weekly coordination meetings shall be conducted by the Contracting Officer representative with the Contractor and West Point personnel to review and coordinate the construction schedule. The Contractor shall provide typed minutes of each meeting within three (3) days of meeting.

The Contractor shall submit at each meeting, for approval by the Contracting Officer a "two (2) week construction look ahead" construction plan indicating the type and extent of construction to be performed. The plan shall be submitted 14 calendar days prior to actual construction."

27. Add the following section "800.64 **CONTRACTOR'S KEY MANAGEMENT PERSONNEL**

The following are the minimum requirements for the contractor's key management personnel. In case of differences between the requirements of this section and any other part of the contract the most stringent will apply."

(A) CONTRACTOR PROJECT MANAGER (Overall Manager of the Project)

- a. The Contractor's Project Manager shall have the following minimum qualifications:
 1. Ten (10) years experience as a Project Manager with a minimum of five years in the "field", on projects of comparable complexity, scope of work and cost.
 2. Demonstrate knowledge of proper construction practices, procedures and management.
 3. Demonstrate proficiency in reading and interpreting contract documents.
 4. Demonstrate that he is capable, efficient, knowledgeable of contract requirements, cooperative, fair, reasonable, negotiated fairly in good faith, committed to customer satisfaction and to producing a quality product in conformance with the terms of the contract.
- b. Position Requirements Shall Include:
 1. Perform all Project Management duties required of the Contractor.
 2. Serve as the Governments' sole point of contact in all matters relating to the work including, but not limited to, contract compliance; progress of work; scheduling; financial matters and "change orders".
 3. Attend all job meetings.
- c. The Contractor shall submit qualifications of proposed Project Manager for approval by the Contracting Officer. Resume shall include minimum of three (3) clients with points of contact and telephone numbers who can be contacted regarding the individuals performance.
- d. If the Contracting Officer determines that the Project Manager is not fulfilling the requirements of his position, the Contracting Officer may require that the Contractor replace the Project Manager.

(B) CONTRACTOR SUPERINTENDENT (Overall Field Manager Responsible for Construction)

- a. The Contractor's Superintendent shall have the following minimum qualifications:

1. Five (5) years experience as a superintendent, in the “field”, on projects of comparable complexity, scope of work and cost.
2. Demonstrate knowledge of proper construction practices.
3. Demonstrate proficiency in reading and interpreting construction plans and specifications.
4. Demonstrate that he is capable, efficient, knowledgeable of contract requirements, cooperative, fair, reasonable, committed to customer satisfaction and to producing a quality product in conformance with the terms of the contract.

b. Position Requirements Shall Include:

1. Perform all superintendent duties required of the Contractor, except any duties required under “Superintendence of Subcontractors” contract clause.
 2. Serve as the Governments’ sole “Field” point of contact in all matters relating to the work including, but not limited to, scheduling of work, utility interruptions and testing.
 3. Attend all job meetings.
 4. Be on site at all times during construction.
- c. The Contractor shall submit qualifications of proposed superintendent for approval by the Contracting Officer. Resume shall include minimum of three (3) clients with points of contact and telephone numbers who can be contacted regarding the individuals performance.
- d. If the Contracting Officer determines that the Superintendent is not fulfilling the requirements of his position, the Contracting Officer may require that the Contractor replace the Superintendent.

(C) CONTRACTOR QUALITY CONTROL MANAGER (Manager & Field Quality Control Personnel)

- a. The Contractor’s Quality Control Manager shall have the following minimum qualifications:
 1. Five (5) years of construction quality control related experience of which two (2) years experience as a Quality Control Manager in the “field”, on projects of comparable

complexity, scope of work and cost. He shall be a graduate of a recognized construction management course.

2. Demonstrate knowledge of proper Quality Control practices, procedures and management.
3. Demonstrate proficiency in reading and interpreting contract plans and specs.
- e. Demonstrate that he is capable, efficient, knowledgeable of contract requirements, cooperative, fair, reasonable, committed to customer satisfaction and to producing a quality product in conformance with the terms of the contract.

b. Position Requirements Shall Include:

1. Perform all Quality Control Management duties required of the Contractor.
2. Serve as the Governments' sole point of contact in all matters relating to the quality of the work including, but not limited to, contract compliance & testing procedures .
3. Have no other duties except Quality Control.
4. Attend all job meetings.
5. On-site at all times during construction.

c. The Contractor shall submit qualifications of proposed Quality Control manager for approval by the Contracting Officer. Resume shall include minimum of three (3) clients with points of contact and telephone numbers who can be contacted regarding the individuals performance.

d. If the Contracting Officer determines that the Quality Control Manager is not fulfilling the requirements of his position, the Contracting Officer may require that the Contractor replace the Quality Control Manager.

(D) SAFETY MANAGER (Principal in Charge of Enforcing Safety Codes)

a. The Contractor's Safety Manager shall have the following minimum qualifications:

1. Five years experience as Safety Manager, with a minimum of three of those years in the "field", on projects of comparable scope, hazardous materials/wastes and construction hazards and proximity of general public.
2. Demonstrate a sound working knowledge of Federal and State occupational and construction health and safety regulations.

3. Have current certification in First Aid and CPR from a recognized approved organization such as the American Red Cross.
4. Have specialized training in personal and respiratory protective equipment and proper use of air monitoring instruments and air sampling methods and procedures. Have completed a 40-hour OSHA compliance based construction safety training course.
5. Demonstrate that is capable, efficient, cooperative, reasonable, knowledgeable of Safety requirements and committed to customer satisfaction and producing a safe project in conformance with the terms of the contract.

b. Position requirements shall include:

1. Perform all Safety Management duties required of the Contractor.
2. Serve as the Government's sole point of contact, for all matters relating to the safety of the work.
3. Continually enforce and implement the Safety requirements of the Contract, including the Accident Prevention Plan.
4. Have the responsibility and authority to stop work at any time unsafe work practices, conditions or hazards to building occupants or other persons are present.
5. Be on site at all times during building demolition activities. During all other activities, the Site Safety Officer, as required by the Safety and Health requirements manual EM385-1-1, may fulfill the position requirements of the Safety Manager.

c. The Contractor shall submit qualifications of proposed Safety Manager for approval by the Contracting Officer. Resume shall include minimum of three (3) clients with points of contact and telephone numbers who can be contacted regarding the individuals performance.

d. If the Contracting Officer determines that the Safety Manager is not fulfilling the requirements of his position, the Contracting Officer may require that the Contractor replace the Safety Manager.

(E) CONTRACTOR ASSISTANT SUPERINTENDENT/SUBCONTRACT MANAGER

a. The Contractor's Assistant Superintendent shall have the following minimum qualifications:

1. Four (4) years experience as a superintendent, in the "field", on projects of comparable complexity, scope of work and cost.
2. Demonstrate knowledge of proper construction practices.

3. Demonstrate proficiency in reading and interpreting construction plans and specifications.

4. Demonstrate that he is capable, efficient, cooperative, fair, reasonable, committed to customer satisfaction and to producing a quality product in conformance with the terms of the contract.

b. Position Requirements shall include:

1. Perform all Assistant Superintendent duties required of the Contractor, and any duties required under “Superintendence of Subcontractors” contract clause.

2. Serve as the Governments’ sole “Field” point of contact in all matters relating to the subcontracted work including, but not limited to, scheduling of work, utility interruptions and testing.

3. Attend all job meetings.

4. Serves as the alternate in the event that the Superintendent is absent.

5. Be on site at all times during construction of subcontracted work.

c. The Contractor shall submit qualifications of proposed Assistant Superintendent for approval by the Contracting Officer. Resume shall include minimum of three (3) clients with points of contact and telephone numbers who can be contacted regarding the individuals performance.

d. If the Contracting Officer determines that the Assistant Superintendent is not fulfilling the requirements of his position, the Contracting Officer may require that the Contractor replace the Assistant Superintendent.

e. Note that the “Superintendence of Subcontractors “ clause requires an additional superintendent if the subcontracted work exceeds 70% of the value of the work. This additional superintendent will have all of the above qualifications and position requirements.

28. Add the following section “800.65 **CONTINUITY OF QUALITY PERFORMANCE**

The contractor agrees that, in the event of any staffing or corporate changes, or substitution of subcontractors and/or consultants, during the performance of this contract, including its option periods, the employees, subcontractors, or consultants engaged in the performance of the contract will continue to have the qualifications, professional background, education, and experience equal to that proposed by the contractor and accepted by the Government for contract award.”

29. Add the following section “800.66 **GOVERNMENT RESIDENT MANAGEMENT SYSTEM**: The Government will utilize an in-house NAS/Contract Administration program entitled "Resident Management System" (RMS). The Contractor shall utilize Government furnished CQC Report Forms. These forms may be in addition to other forms generated by the contractor's NAS system; however, the Government furnished forms is required to be submitted and kept current. The Contractor shall submit completed forms at the same time and in addition to the schedules required by the clauses of the contract entitled “Schedules for Construction Contracts”. RMS forms shall be updated and resubmitted as the work progresses and in accordance with the requirements specified herein. RMS includes, but is not necessarily limited to CQC, QC planning, pay activities, features of work, subcontractors, contractor staff, QC requirements, submittal.”

30. Add the following section “800.67 **DISPENSARY AND HOSPITAL FACILITIES**

The facilities of the United States Military Academy Post Hospital are available to use by the Contractor only for the emergency treatment of his personnel injured at the job site. Charges to the Contractor for the use of said facilities will be at prevailing rates for the services provided and billing and payment will be made by separate transaction between the USMA Hospital and the Contractor.”

31. Add the following section “800.68 **CONTRACTOR WARRANTY MANAGEMENT**

1. References:

- a. Clause “Warranty of Construction”, (FAR 52.246-0021)
- b. Clause “Inspection of Construction” (FAR 52.246-12)
- c. Special Requirement paragraph entitled ”Record Drawings”
- d. Specification Section entitled “Contractor Quality Control”

2. General: In order to insure that the Government systematically receives all warranties of construction, equipment and systems to which it is entitled, the contractor shall execute all actions as required by above references and as contained herein.

3. Post-Completion Inspections: For purposes of management of construction warranties, the Government conducts four and nine month warranty inspections with using agencies. The Contractor is encouraged to attend these inspections in order to better manage any warranty items for which it may be responsible.

4. Tagging of Extended Warranty Items: The Contractor shall install tags to identify items protected by extended warranty, i.e. longer than the one year general warranty of construction. The tags shall be minimum 3 inches by 5 inches in size, machine-printed in minimum 14-point type, and shall be weatherproof. Tags shall be attached to equipment if accessible or to accessible control panel, etc. As a minimum, tags shall indicate the following information:

“Extended Warranty Item:”

Name of Item

Name of System with which associated, number designation within system, or other identifier
Model Number
Serial Number
Start and end Dates of Warranty
Contract number
Contract Name
Contractor Name
Point of Contact name, organization and telephone number.

5. Posting of Instructions: In addition to any posting of operating procedures as may be required elsewhere in this contract, any equipment or system for which proper operation or maintenance is critical in order to preserve warranties, prevent damage, or for reasons of safety shall have proper operating procedures posted near the equipment or near the operating point. Instructions shall be protected by 1/16 inch thick plastic sheet. As a minimum such equipment or system shall include:

Electrical Substations
Transformers
Electrical Generators
Major HVAC System components including chillers, air-handlers, fans, etc.
HVAC Control Panel
Boilers
Air Compressors

6. Warranty Meeting. At least 14 days prior to the 80% completion point of this contract (or deliverable phase thereof), the contractor will notify the Government representative for the purpose of scheduling a meeting to clarify understandings of responsibilities with respect to warranties to which the Government is entitled. The Government and contractor shall attend the warranty meeting, as well as any subcontractors, or suppliers involved in the warranty process. The Warranty Plan (below) shall have already been submitted and approved by the Government before the warranty meeting can take place, and shall be the basis of the meeting's agenda.

7. Warranty Plan. At least 30 days before the planned warranty meeting, the contractor shall submit a warranty plan for Government approval per section "Submittals". The Warranty Plan shall include all required actions and documents to assure that the Government receives all warranties to which it is entitled. The plan shall be in narrative form and contain sufficient detail to render it suitable for use by future maintenance and repair personnel, whether tradesmen, or of engineering background, not necessarily familiar with this contract. The term "status" as indicated below shall include due date and whether item has been submitted or was accomplished. As a minimum the plan shall indicate:

a. Roles and responsibilities of all personnel associated with the warranty process, including points of contact and telephone numbers within the organizations of the contractor's, subcontractors or suppliers involved.

b. Listing and status of O&M manuals and As-built drawings, and expected delivery dates.

c. Listing and status of all training to be provided to Government personnel, whether specified by contract or required by manufacturers.

d. Listing and status of delivery of all Certificates of Warranty for extended warranty items, to include roofs, HVAC balancing, pumps, motors, transformers, and for all commissioned systems such as fire protection and alarm systems, sprinkler systems, lightning protection systems, etc.

e. A list for each warranted equipment, item, feature of construction or system indicating:

Name of item

Model and serial numbers.

Location where installed

Names of manufacturers or, suppliers and phone numbers.

Names addresses and telephone numbers of sources of spare parts

Warranties and terms of warranty. This shall include one-year overall warranty of construction as required by ref. 1.a. Clearly indicate which items have extended warranties.

Cross-reference to warranty certificates as applicable

Starting point and duration of warranty period.

Summary of maintenance procedures required to continue the warranty in force.

Cross-reference to specific pertinent Operation and Maintenance manuals

Organization, names and phone numbers of persons to call for warranty service

Typical response time and repair time expected for various warranted equipment

f. The contractor's plans for attendance at the Four and Nine month post- construction warranty inspections conducted by the Government.

g. Procedure and status of tagging of all equipment covered by extended warranties.

h. Copies of instructions to be posted near selected pieces of equipment where operation is critical for warranty and/or safety reasons."

32. Replace section 1451 in its entirety with the attached.

33. Replace section 1330 in its entirety with the attached.

34. Replace section 1420 in its entirety with the attached.

35. Revised Wage rates are attached.

36. The following revision to the structural drawings:

S01:

Correct typo note H, add note N1 to clarify any disturbed concrete is to be patched, Clarify tyfo product of precast bearing blocks is in the FYFE scope.

S02:

Revise CMU walls, show same as background (screened) to make dwg easier to read, Clarify linework at B1, B2, and B3 to make dwg easier to read.

S03:

Revise CMU walls to show same as background (screened) to make dwg easier to read.

S04:

Correct note at precast seat to plate girder connections, correct self reference to sheet at section cuts (x/S4-Sxx, S4 was not indicated correctly).

S38 and S39:

Revise linework per ACOE comments to make drawing easier to read.

S40:

Revise leader note on detail 1, and revise leader note detail 2.

S41:

Revise linework per ACOE comments to make drawing easier to read.

S42:

Linework revised to make drawing easier to read. Clarified (E) concrete versus (N) non-shrink grout versus (N) patched concrete.

S43:

Revised linework to improve clarity of drawing at detail 2 and 2A, clarified welding versus potential to utilize (E) bolts at detail 4, Clarified welding requirement at detail 3.

S44:

Revised stirrup size from #5 to #4 to increase tolerance available in fitup (smaller bars with tighter bend radius), corrected graphic of stirrups on beam B1, B2, B3 elevations to agree with indicated spacing, added additional stirrup graphic to clarify that center region(s) of B1, B2, B3 are to be provided with one stirrup rather than pairs of nested stirrups as occur at the ends. Clarified dimensions of B1, B2, B3 shown in sections.

37. The Architectural drawings have been revised. The drawings included in this amendment replace the original drawings.

END OF AMENDMENT

Items Accepted and Incorporated for Contract Award:

1. CLINs 0001, 0002, 0003 (0003aa), 0004, and 0005;
2. Contractor's bid confirmation letter dated, 27 Sep 01;
3. Wage Determination, General Decision Number BY010007, dated 06 Jul 01;
4. Small Business Subcontracting Plan, dated 28 Sep 01.

SECTION 00010 Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	MICHIE STADIUM SEISMIC UPGRADES, PHASE I All labor, materials, equipment and plant and all incidentals for the Seismic Retrofit of the West Stands at Michie Stadium, Phase II, as per the Contract Drawings and Specification excluding CLINs 0002-0005.	1.00	Lump Sum	<u>\$936,787.00</u>	<u>\$936,787.00</u>
				NET AMT	<u>\$936,787.00</u>
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	FIBERWRAP INSTALLATION EFFORT All labor, materials equipment and plant associated with all work to be performed by Fyfe Co. LLC.	1.00	Lump Sum	<u>\$2,678,000.00</u>	<u>\$2,678,000.00</u>
				NET AMT	<u>\$2,678,000.00</u>
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	UPGRADES (see SLIN 0003aa) All labor, materials & equipment for all work identified in section 800.1 (a)(i) as the base bid for the optional items.(Funding provided for this line item under SLIN 0003aa.)		Lump Sum	\$	\$
				NET AMT	\$
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003aa	ANCILLARY UPGRADES All labor, materials & equipment for all work identified in section 800.1 (a)(i) as the base bid for the optional items.	1.00	Lump Sum	<u>\$488,890.00</u>	<u>\$488,890.00</u>
				NET AMT	<u>\$488,890.00</u>
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA	Optional Unit Priced Items Labor, materials and equipment associated with OH - 2 as defined in Spec Section 03350 and the plans.	810.00	Square Foot	<u>\$165.00</u>	<u>\$133,650.00</u>
				NET AMT	<u>\$133,650.00</u>
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB	Optional Unit Priced Items Labor, materials and equipment associated with OH - 3 as defined in Spec Section 03350 and the plans.	810.00	Square Foot	<u>\$185.00</u>	<u>\$149,850.00</u>
				NET AMT	\$149,850.00
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AC	Optional Unit Priced Items Labor, materials and equipment associated with OH - 4 as defined in Spec Section 03350 and the plans.	810.00	Square Foot	<u>\$195.00</u>	<u>\$157,950.00</u>
				NET AMT	<u>\$157,950.00</u>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AD	Optional Unit Priced Items	525.00	Square Foot	<u>\$75.00</u>	<u>\$39,375.00</u>
	Labor, materials and equipment associated with OH - 5 as defined in Spec Section 03350 and the plans.				
				NET AMT	<u>\$39,375.00</u>
0003AE	Optional Unit Priced Items	525.00	Square Foot	<u>\$70.00</u>	<u>\$36,750.00</u>
	Labor, materials and equipment associated with OH - 6 as defined in Spec Section 03350 and the plans.				
				NET AMT	<u>\$36,750.00</u>
0003AF	Optional Unit Priced Items	480.00	Square Foot	<u>\$60.00</u>	<u>\$28,800.00</u>
	Labor, materials and equipment associated with TR - 1 as defined in Spec Section 03350 and the plans				
				NET AMT	<u>\$28,800.00</u>
0003AG	Optional Unit Priced Items	220.00	Linear Foot	<u>\$40.00</u>	<u>\$8,800.00</u>
	Labor, materials and equipment associated with TR - 2 as defined in Spec Section 03350 and the plans.				
				NET AMT	<u>\$8,800.00</u>
0003AH	Optional Unit Priced Items	220.00	Linear Foot	<u>\$40.00</u>	<u>\$8,800.00</u>
	Labor, materials and equipment associated with TR - 3 as defined in Spec Section 03350 and the plans.				
				NET AMT	<u>\$8,800.00</u>
0004	ANCILLARY UPGRADES	1.00	Lump Sum	<u>\$287,925.00</u>	<u>\$287,925.00</u>
	All labor, materials & equipment for all work identified Bid Option 2 on Sheet A - 1.00 and A - 5.00 thru A - 5.01.				
				NET AMT	<u>\$287,925.00</u>
0005	STADIUM SEISMIC PH II 1HB9632A100	1.00	Lump Sum	<u>\$90,807.00</u>	<u>\$90,807.00</u>
	All labor, materials & equipment for all work identified as Bid Option 3 on sheet A.-1.00 and A.3.00.				
				NET AMT	<u>\$90,807.00</u>

SECTION 00100 Bidding Schedule/Instructions to Bidders

SECTION 00700 Contract Clauses

CLAUSES INCORPORATED BY REFERENCE:

52.202-1 Alt I	Definitions (May 2001) --Alternate I	MAY 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-13	Time Extensions	SEP 2000
52.211-18	Variation in Estimated Quantity	APR 1984
52.214-26	Audit and Records--Sealed Bidding	OCT 1997
52.214-27	Price Reduction for Defective Cost or Pricing Data - Modifications - Sealed Bidding	OCT 1997
52.214-28	Subcontracting Cost Or Pricing Data--Modifications--Sealed Bidding	OCT 1997
52.214-29	Order Of Precedence--Sealed Bidding	JAN 1986
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9 Alt I	Small Business Subcontracting Plan (Oct 2000) Alternate I	OCT 2000
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-3	Convict Labor	AUG 1996
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-6	Davis Bacon Act	FEB 1995
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	FEB 1988
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	FEB 1988
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	FEB 1999
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-35	Affirmative Action For Disabled Veterans And Veterans of the Vietnam Era	APR 1998
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Disabled Veterans And Veterans Of The Vietnam Era	JAN 1999
52.223-6	Drug Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000

52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-4	Patent Indemnity-Construction Contracts	APR 1984
52.228-1	Bid Guarantee	SEP 1996
52.228-11	Pledges Of Assets	FEB 1992
52.228-14	Irrevocable Letter of Credit	DEC 1999
52.229-3	Federal, State And Local Taxes	JAN 1991
52.229-5	Taxes--Contracts Performed In U S Possessions Or Puerto Rico	APR 1984
52.231-5000	Equipment Ownership and Operating Expense Schedule (Mar 1995)	MAY 1999
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 1997
52.232-17	Interest	JUN 1996
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-27	Prompt Payment for Construction Contracts	MAY 2001
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1	Disputes	DEC 1998
52.233-3	Protest After Award	AUG 1996
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-4	Physical Data	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-21 Alt I	Specifications and Drawings for Construction (Feb 97) - Alternate I	APR 1984
52.236-26	Preconstruction Conference	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	AUG 1987
52.244-6	Subcontracts for Commercial Items and Commercial Components	MAY 2001
52.245-1	Property Records	APR 1984
52.245-3	Identification of Government-Furnished Property	APR 1984
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.247-34	F.O.B. Destination	NOV 1991
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	SEP 1996
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (Sep 1996) - Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.252-4	Alterations in Contract	APR 1984
52.252-6	Authorized Deviations In Clauses	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999

252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	MAR 2000
252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.225-7012	Preference For Certain Domestic Commodities	AUG 2000
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.227-7033	Rights in Shop Drawings	APR 1966
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7001	Contract Drawings, Maps, and Specifications	AUG 2000
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.246-7000	Material Inspection And Receiving Report	DEC 1991
252.247-7023	Transportation of Supplies by Sea	MAR 2000
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000
52.232.5000	Payment for Materials Delivered Off-Site (Mar 1995)	MAY 1999

CLAUSES INCORPORATED BY FULL TEXT

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 5 (Contracting Officer insert number) calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 365. * The time stated for completion shall include final cleanup of the premises.

*The Contracting Officer shall specify either a number of days after the date the contractor receives the notice to proceed, or a calendar date.

(End of clause)

52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer.

These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

___ Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

52.225-9 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM--CONSTRUCTION MATERIALS (FEB 2000)

(a) Definitions. As used in this clause--

Component means any article, material, or supply incorporated directly into construction materials.

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency

lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Domestic construction material means--

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

Foreign construction material means a construction material other than a domestic construction material.

United States means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

(b) Domestic preference. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) and the Balance of Payments Program by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows:
[Contracting Officer to list applicable excepted materials or indicate "none"]

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent. For determination of unreasonable cost under the Balance of Payments Program, the Contracting Officer will use a factor of 50 percent;

(ii) The application of the restriction of the Buy American Act or Balance of Payments Program to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act or Balance of Payments Program. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

- (A) A description of the foreign and domestic construction materials;
 - (B) Unit of measure;
 - (C) Quantity;
 - (D) Price;
 - (E) Time of delivery or availability;
 - (F) Location of the construction project;
 - (G) Name and address of the proposed supplier; and
 - (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.
- (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.
- (iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).
- (iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.
- (2) If the Government determines after contract award that an exception to the Buy American Act or Balance of Payments Program applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.
- (3) Unless the Government determines that an exception to the Buy American Act or Balance of Payments Program applies, use of foreign construction material is noncompliant with the Buy American Act or Balance of Payments Program.
- (d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison			
Construction material description	Unit of measure	Quantity	Price (dollars) \1\
Item 1			
Foreign construction material....			
Domestic construction material...			
Item 2			
Foreign construction material....			
Domestic construction material...			

Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.
Include other applicable supporting information.

(End of clause)

52.228-15 PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION (JUL 2000)-

(a) Definitions. As used in this clause--

Original contract price means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) Amount of required bonds. Unless the resulting contract price is \$100,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance bonds (Standard Form 25). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) Payment Bonds (Standard Form 25-A). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) Additional bond protection. (i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) Surety or other security for bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be obtained from the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, NW, 2nd Floor, West Wing, Washington, DC 20227.

(e) Notice of subcontractor waiver of protection (40 U.S.C. 270b(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of clause)

52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least **twenty (20)** percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://web2.deskbook.osd.mil/htmlfiles/DBY_far.asp

SECTION 00800 Special Contract Requirements

General Decision Number NY010007General Decision Number **NY010007 sg**

Superseded General Decision No. 000007

State: New York

Construction Type:

BUILDING

HEAVY

HIGHWAY

County(ies):

DUTCHESS

SULLIVAN

ORANGE

ULSTER

BUILDING CONSTRUCTION PROJECTS (does not include single family homes and apartment up to and including 4 stories), HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	03/02/2001
1	03/09/2001
2	04/06/2001
3	05/04/2001
4	06/01/2001
5	07/06/2001

COUNTY(ies):

DUTCHESS

SULLIVAN

ORANGE

ULSTER

ASBE0040M 05/01/1997

	Rates	Fringes
SULLIVAN AND ULSTER COUNTIES		

INSULATOR/ASBESTOS WORKERS

(includes application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems

19.680

10.18

HAZARDOUS WASTE HANDLERS

Duties limited to preparation wetting; stripping; removal; scrapping; vacuuming; bagging; and disposing of all insulation materials whether they contain asbestos or not from mechanical systems

16.07

4.70

ASBE0091M 07/01/1999		
	Rates	Fringes
DUTCHESS AND ORANGE COUNTIES		
INSULATOR/ASBESTOS WORKER (Includes application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems)	27.87	16.52
HAZARDOUS MATERIAL HANDLER Duties limited to preparation, wetting, stripping, removal scrapping, vacuuming, bagging and disposing of all insulation materials; whether they contain asbestos or not from mechanical systems	20.85	4.75

BOIL0005A 09/01/2000		
	Rates	Fringes
BOILERMAKER	\$34.92	20.73+a

FOOTNOTE:

a. PAID HOLIDAYS: New Years Day, Thanksgiving Day, Memorial Day, Independence Day, Labor Day and Good Friday, Friday after Thanksgiving, Christmas Eve Day and New Years Eve

BRNY0029C 06/01/1999		
	Rates	Fringes
DUTCHESS, ORANGE (Excluding the town of Tuxedo), SULLIVAN, AND ULSTER COUNTIES		
BUILDING CONSTRUCTION Bricklayers, Cement Masons, Plasterers, Stone Masons	21.46	11.20
HIGHWAY CONSTRUCTION Bricklayers, Cement Masons, Plasterers, Stone Masons	21.96	11.20

ORANGE COUNTY (Including the town
of Tuxedo)

BUILDING CONSTRUCTION Bricklayers, Cement Masons, Plasterers, Stone Masons	25.38	12.80
HEAVY & HIGHWAY CONSTRUCTION		

Bricklayers, Cement Masons, Plasterers, Stone Masons	25.88	12.80

CARP0019A 06/01/1999		
	Rates	Fringes
BUILDING CONSTRUCTION		
Carpenters, Millwrights, Pile Drivers	23.50	11.10
HEAVY & HIGHWAY CONSTRUCTION		
Carpenters, Millwrights, Pile Drivers	23.50	11.10

CARP1456E 07/01/2000		
	Rates	Fringes
DOCKBUILDERS	33.39	22.81

ELEC0363A 04/01/2001		
	Rates	Fringes
ORANGE COUNTY (HARRIMAN, WOODBURY, MONROE, TUXEDO, CHESTER, WAR- WICK, WAWAYHANDA, GOSHEN, WALLKILL AND MIDDLETON TOWNSHIPS)		
ELECTRICIAN	32.00	14.42
DUTCHESS, SULLIVAN, ULSTER AND THE REMAINDER OF ORANGE COUNTY		
ELECTRICIAN	28.00	14.18

ELEC1249B 05/06/2001		
	Rates	Fringes
LINE CONSTRUCTION (LINEMAN)		
LIGHTING AND TRAFFIC SIGNAL INCLUDING ANY AND ALL FIBER OPTIC CABLE NECESSARY FOR THE TRAFFIC SIGNAL SYSTEMS, AND TRAFFIC MONITORING SYSTEMS, ROAD WEATHER INFORMATION SYSTEMS		
Lineman and Technician	27.13	7.50+6.5%+a
Groundman Digging Machine Operator	24.42	7.50+6.5%+a
Mechanic	21.70	7.50+6.5%+a
Groundman Truck Driver (Tractor Trailer Unit)	23.06	7.50+6.5%+a
Groundman Truck Driver	21.70	7.50+6.5%+a
Flagman	16.28	7.50+6.5%+a
PAID HOLIDAYS:		
a. Memorial Day, New Year's Day, President's Day, Good Friday, Decoration Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Election Day for the President of the		

United States and Election Day for the Governor of New York State, provided the employee works two days before or two days after the holiday.

ELEC1249D 05/06/2001	Rates	Fringes
LINE CONSTRUCTION:		
Substation:		
Lineman & Technician	28.75	7.50+7%+a
Cable Splicer	31.63	7.50+7%+a
Groundman digging machine Operator	25.68	7.50+7%+a
Mechanic	23.00	7.50+7%+a
Groundman truck driver (tractor trailer unit)	24.44	7.50+7%+a
Ground man truck driver	23.00	7.50+7%+a
Flagman	17.25	7.50+7%+a
Switching structures; railroad catenary installation and maintenance, third rail type underground fluid or gas filled transmission conduit and cable installations (including any and all fiber optic ground product by any other name manufactured for the dual purpose of ground fault protection and fiber optic capabilities), pipetype cable installation and maintenance jobs or projects, and maintenance bonding of rails; Pipetype cable installation		
Lineman & Technician	30.04	7.50+7%+a
Cable Splicer	33.04	7.50+7%+a
Groundman Digging Machine Operator	27.04	7.50+7%+a
Mechanic	24.03	7.50+7%+a
Groundman Truck Driver (Tractor- trailer unit)	25.53	7.50+7%+a
Groundman Truck Driver	24.03	7.50+7%+a
Flagman	18.02	7.50+7%+a
Overhead and underground distri- bution and maintenance work and all overhead and underground transmission line work including any and all fiber optic ground wire, fiber optic shield wire or any other like product by any other name manufactured for the dual purpose of ground fault protection and fiber optic capabilities (where no other trades are or have been involved):		

Lineman and Technician	28.75	7.50+7%+a
Cable Splicer	28.75	7.50+7%+a
Groundman digging machine operator	25.88	7.50+7%+a
Mechanic	23.00	7.50+7%+a
Groundman truck driver (tractor trailer unit)	24.44	7.50+7%+a
Groundman Truck driver	23.00	7.50+7%+a
Flagman	17.25	7.50+7%+a
Overhead transmission line work (where other trades are or have been involved):		

Lineman and Technician	31.25	7.50+7%+a
Cable Splicer	31.25	7.50+7%+a
Groundman digging machine operator	28.13	7.50+7%+a
Mechanic	25.00	7.50+7%+a
Groundman truck driver (tractor trailer unit)	26.56	7.50+7%+a
Groundman truck driver	25.00	7.50+7%+a
Flagman	18.75	7.50+7%+a

TELEPHONE, CATV FIBEROPTICS
CABLE AND EQUIPMENT

Cable splicer/Central Office Person	19.61	2.80+3%
Installer Repairman-Teledata		

Lineman/Tecnician-Equipment Operator	18.63	2.80+3%
Groundman	10.84	2.80+3%

TREE TRIMMER	15.89	3.80+3%+b
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FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, Good Friday, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and election Day for the President of the United States and Election Day for the Governor of New York State, provided the employee works two days before or two days after the holiday.

b. New Years Day, Washington's Birthday, Good Friday, Decoration Day, Independence Day, Labor Day, Veteran's Thanksgiving Day, Day after Thanksgiving Day and Christmas Day

ELEC1249I 05/06/2001

Rates

Fringes

SULLIVAN COUNTY

LINE CONSTRUCTION

LIGHTING AND TRAFFIC SIGNAL
 LINEMAN INCLUDING ANY AND ALL
 FIBER OPTIC CABLE NECESSARY FOR
 THE TRAFFIC SIGNAL SYSTEM, TRAFFIC
 MONITORING SYSTEMS AND ROAD WEATHER
 INFORMATION SYSTEMS..

Lineman & Technician	25.86	7.50+6.5%+a
Groundman Digging Machine Operator	23.27	7.50+6.5%+a
Mechanic	20.69	7.50+6.5%+a
Groundman Truck Driver (tractor trailer unit)	21.98	7.50+6.5%+a
Groundman Truck Driver	20.69	7.50+6.5%+a
Flagman	15.52	7.50+6.5%+a

FOOTNOTE:

a. New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, plus President's Day, Good Friday, Decoration Day, Election Day, for the President of the United States and Election Day for the Governor of the State of New York, provided the employee works the day before or the day after the holiday.

ELEV0138A 05/01/2001		
	Rates	Fringes
ELEVATOR CONSTRUCTOR		
MECHANIC	35.055	9.99+a+b

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

b. PAID VACATION: Employer contributes 8% of regular basic hourly rate as vacation pay for employees with more than 5 years of service, and 6% for employees with less than 5 years of service.

* ENGI0106D 07/01/2001		
	Rates	Fringes
NORTHERN PART OF DUTCHESS (To The Northern Boundary line of the City of Poughkeepsie)		

POWER EQUIPMENT OPERATORS HEAVY AND HIGHWAY

GROUP 1	26.36	12.80+a
GROUP 2	25.93	12.80+a
GROUP 3	25.02	12.80+a
GROUP 4	22.45	12.80+a
GROUP 5	27.54	12.80+a
GROUP 6	26.86	12.80+a
GROUP 7	27.36	12.80+a

POWER EQUIPMENT OPERATORS HEAVY & HIGHWAY CLASSIFICATIONS

GROUP 1:- Boom Truck (over 5 tons), Crane, Cherry Picker (over 5 ton capacity), Derricks (steel erection), Dragline, Overhead Crane (Gantry or Straddle type) Pile Driver, Truck Crane

GROUP 2:- Automated Concrete Spreader (CMI Type), Automated Fine Grader, Backhoe (Except Tractor Mounted, Rubber Tired), Backhoe Excavator Full Swing (CAT 212 or similar type), Belt Placer (CMI Type), Blacktop Plant (Automated), Boom truck (5 tons and under), Cableway, Caisson Auger, Central Mix Concrete Plant (Automated), Concrete Curb Machine, Self-Propelled, Slipform, Concrete Pump (8" or over), Dredge, Dual Drum Paver, Excavator (All Purpose-Hydraulically Operated) (Gradall or similar), Front End Loader (4 cu. yd. and over), Head Tower (Sauerman or Equal), Hoist (Two or Three drum), Holland Loader, Mine Hoist, Mucking Machine or Mole, Pavement Breaker (SP) Wertgen; PB-4 and similar type, Power Grader, Profiler (over 105 H.P.), Quad 9, Quarry Master (or equivalent), Scraper, Shovel, Side Boom, Slip Form Paver, Tractor Drawn Belt-type loader, Truck or Trailer Mounted Log Chipper (Self feeder), Tug Operator (Manned Rented Equipment excluded), Tunnel Shovel

GROUP 3 - Asphalt Paver, Backhoe (Tractor Mounted, Rubber Tired), Bituminous Spreader and Mixer, Blacktop Plant (Non-Automated), Blast or Rotary Drill (Truck or Tractor Mounted), Boring Machine, Cage-Hoist, Central Mix Plant (Non-Automated) and All Concrete Batching Plants, Cherry Picker (5 Tons Capacity and Under), Compressors (4 or less) Exceeding 2000 C.F.M. Combined Capacity,

Concrete Paver (over 16S), Concrete Pump (Under 8"), Crusher, Diesel Power Unit, Drill Rigs (Tractor Mounted), Front End Loader (under 4 c.y.), Hi-Pressure - Boiler (15 lbs. and over), Hoist (One Drum) Kolman Plant Loader and Similar Type Loaders, L.C.M. Work Boat Operator, Locomotive, Maintenance Engineer/Greaseman/Welder, Mixer (For Stabilized Base Self-Propelled), Monorail Machine, Plant Engineer, Pug Mill, Pump Crete, Ready Mix Concrete Plant, Refrigeration Equipment (For Soil Stabilization), Road Widener, Roller (All Above Subgrade), Sea Mule, Self-contained Ride-on-Rock Drill, excluding Air Track Type Drill, Skidder, Tractor With Dozer and/or Pusher, Trencher, Tugger-Hoist, Vermeer saw (ride on, any size or type), Winch, Winch Cat.

GROUP 4 - A-Frame Winch Hoist on Truck, Ballast Regulator (Ride-On), Compressors (4 not to exceed 2000 C.F.M. Combined Capacity; or 3 or less with more than 1200 C.F.M. but not to exceed 2000 C.F.M.), Dust Collectors, Generators, Pumps, Welding Machines, Light Plants (4 of Any Type Of Combination), Concrete Pavement Spreaders and Finishers, Conveyor, Directional Drill Machine Locator, Drill Core, Electric Pump Used In Conjunction with Well Point System, Farm Tractor with Accessories, Fine Grade Machine, Fork Lift (under 15 ft.), Grout Pump Guniting Machine, Hammers (Hydraulic-Self-Propelled), Hydra-Spiker (Ride-On), Hydro-Blaster Water, Post Hole Digger and Post Driver, Power Sweeper, Roller (Grade and Fill), Scarifier (Ride-On Spansaw (Ride-On), Skid Steer loader (Bobcat or similar), Submersible Electric Pump (When

Used In Lieu Of Well Point System), Tamper (Ride-On), Tie
 Extractor (Ride-On), Tie Handler, Tie Inserter (Ride-On), Tie
 Spacer (Ride-On), Tire Repair, Track Liner, Tractor With Towed
 Accessories, Vibratory Compactor, Vibro Tamp, Well Point,
 Aggregate Plant, Boiler (Used In Conjunction With Production),
 Cement and Bin Operator, Compressors (3 or less not to Exceed
 1200 C.F.M. Combined Capacity), Dust Collectors, Generators,
 Pumps, Welding Machines, Light Plants (3 or less of Any Type or
 Combination), Concrete Paver or Mixer (16S and under), Concrete
 Saw (Self-Propelled), Fireman, Form Tamper, Hydraulic Pump
 (Jacking System), Light Plants, Mulching Machine, Oiler,
 Parapet-Concrete or Pavement Grinder, Power Broom (Towed), Power
 Heaterman, Revinus Widener, Shell Winder, Steamcleaner,
 Tractor.

GROUP 5 - Master Mechanic

GROUP 6 - Crane Premium with Boom Length and Jib 150' - 199'

GROUP 7 - Crane Premium with Boom Length and Jib 200' and Over.

Tower Crane Premium	\$.50
Hazmat work premium	\$2.50
Hydrographic	\$.50

FOOTNOTES:

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence
 Day, Labor Day, Thanksgiving Day, Christmas Day, provided the
 employee works the day before and the day after the holiday.

 ENGI0106M 05/01/2001

	Rates	Fringes
NORTHERN PART OF DUTCHESS (TO THE NORTHERN BOUNDARY LINE OF THE CITY OF POUGHKEEPSIE) BUILDING CONSTRUCTION		

POWER EQUIPMENT OPERATORS:

GROUP 1:	22.67	11.90+a
GROUP 2:	24.14	11.90+a
GROUP 3:	22.64	11.90+a
GROUP 4:	22.24	11.90+a
GROUP 5:	21.57	11.90+a
GROUP 6:		
1	24.49	11.90+a
2	24.84	11.90+a
3	25.64	11.90+a
4	26.14	11.90+a
5	26.64	11.90+a
GROUP 7		
1	24.64	11.90+a
2	25.64	11.90+a
3	26.14	11.90+a
4	26.54	11.90+a
GROUP 8	22.92	11.90+a
GROUP 9	25.14	11.90+a

Hazardous work - Anytime Operating Eninegeers
are involved with level C or above, \$2.50 per
hour over regular rate.

FOOTNOTE:

a. Paid Holiday: New Years Day, Memorial Day, Independence Day
Labor Day, Thanksgiving Day, Christmas Day,

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Self-contained crawler drill, hydraulic rock drill.

GROUP 2: Crane, hydraulic cranes, tower crane, locomotive crane,
piledriver, cableway, derricks, whirllies, dragline, boom truck
(over 5 tons)

GROUP 3: Shovel, All backhoe (except tractor mounted rubber
tired John Deere 510 or smaller), gradalls, power road grader,
all CMI equipment, front-end rubber tire loader, tractor-mounted
drill (quarry master), mucking machine, concrete central mix
plant, concrete pump, Belcrete system, automated asphalt concrete
plant and tractor road paver, boom truck (5 tons and under).

GROUP 4: Backhoe, (tractor mounted rubber tired equivalent to
John Deere 510 or less), bulldozer, pushcat, tractor,
traxcavator, scraper, LeTourneau grader, form fine grader, road
roller, blacktop roller, blacktop spreader, power brooms,
sweepers, trenching machine, Barber Green loader, side booms,
hydrohammer, concrete spreader, concrete finishing machine, one

drum hoist, power hosting (single drum), hoist - two drum or
more, three drum engine, power hoisting (two drum and over), two
drum and swinging engine, three drum swinging engine, hod hoist,
A-L frame winches, cord and well drillers (one drum), post hole
digger, model CHB Vibro-Tamp or similar machine, batch bin and
plant operator, dinkey locomotive, skid steer loader, track
excavator 5/8 cu. yd. or smaller.

GROUP 5: Fork lift, high lift, lull, Oiler, fireman and heavy-
duty greaser, boilers, and steam generators, pump, vibrator,
motor mixer, air compressor, dust collector, welding machine,
well point, mechanical heater, generators, temporary light
plants, concrete pumps, electric submersible pump 4" and over,
murphy type diesel generator, conveyor, elevators, concrete mixer
and belcrete power pack (belcrete system), seeding, and mulching
machines, pumps.

GROUP 6: Boom length premiums over GROUP II rates:

1 over 130 ft	.35
2 over 185 ft	.70
3 over 210 ft	1.50
4 over 250 ft	2.00
5 over 295 ft	2.50

GROUP 7: Tower Crane Premium over GROUP II rates:

1 over 5 stories	.50
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2	over 10 stories	1.50
3	over 15 stories	2.00
4	over 20 stories	2.50

GROUP 8: Master Mechanic (other than nuclear work)

GROUP 9: Master Mechanic on nuclear work

ENGI0137B 03/05/2001

	Rates	Fringes
DUTCHESS COUNTY (POUGHKEEPSIE AND SOUTH THERE-OF)		

BUILDING CONSTRUCTION

POWER EQUIPMENT OPERATORS:

GROUP 1-A	31.65	15.95+a
GROUP 1-B	29.25	15.95+a
GROUP 2-A	30.60	15.95+a
GROUP 3-A	29.50	15.95+a
GROUP 3-B	28.05	15.95+a
GROUP 4-A	29.20	15.95+a
GROUP 4-B	27.90	15.95+a
GROUP 5-A	28.10	15.95+a
GROUP 5-B	26.65	15.95+a
GROUP 6-A-1	33.25	15.95+a
GROUP 6-A-2	32.20	15.95+a
GROUP 6-A-3	31.10	15.95+a
GROUP 6-A-4	33.70	15.95+a
GROUP 6-A-5	36.65	15.95+a
GROUP 6-A-6	28.90	15.95+a
GROUP 6-A-7	38.45	15.95+a
GROUP 6-B-1	25.30	15.95+a
GROUP 6-B-2	26.50	15.95+a
GROUP 6-B-3	26.55	15.95+a
GROUP 6-B-4	26.65	15.95+a
GROUP 6-B-5	29.00	15.95+a

NOTES: Hazmat: 20% above regular rage

Pumping operation Premium	.50
Crane Operators (100-149 ft)	2.00
Crane Operators (149 ft +)	3.00
Loader Operators (over 5 cu yd)	.50
Shovel Operators (over 4 cu yd)	1.00

FOOTNOTE:

- a. New Years Day, Memorial Day, Independence Day, Labor Day
Thanksgiving Day, Christmas Day, plus Lincoln's Birthday,
Washington's Birthday, Good Friday, Columbus Day,
November Election Day, Veteran's Day.

POWER EQUIPMENT OPERATORS CLASSIFICATION

GROUP 1-A: Carrier- trailer horse; concret-portable hoist; crane

& hoist engineer-steel (concrete, material, super structure sub-structure); derrick (stone-steel); elevator & cage; hoist-single/double or triple drum; hoist-portable mobile unit; hoist engineer-concert (crane-derrick-mine hoist); hoist engineer-material; overhead crane; power house plant; telephies (cableway); whirly; maintenance engineer; Lull hilift or similar; hydraulic crane 25 ton and over; cherry picker 25 tons and over; backhoe Oliver 88; fordson; dynahoe; dual purpose and similar machines; Barber Green Loader-euclid loader or similar type; conway or similar mucking macking machines; dragline; gradall; shovel; backhoe etc. (crawler or truck); front end loaders; hydraulic boom; jersey spreader; lift slab console; letournequ or tounapull (scrapers over 20 yds struck); mucking machines; pavement breaker (air ram); paver (concrete); road boring machine; road mix machines; ross carrier and similar machines; post hole digger; shovel (tunnels); side boom; spreader (asphalt); scoopmobile-tractor-shovel over 1 1/2 yds. trenching machines vermeer concrete saw trencher and similar; tractor type demolition equipment; winch truck (a frame); hydraulic crane over 10 ton up to 25 ton); cherry picker over 10 ton up to 25 ton)

GROUP 1-B: Compressor (steel erection); pulse meter and push button buzz box; elevator; mechanic (outside) all types; welder; scrapers 20 yds struck and under; machine pulling sheep's foot roller; vibratory rollers; roller 4 tons and over.

GROUP 2-A: Compactor self-propelled; grader; bulldoze D7 and similar tractors with a draw bar horsepower of 100 or over; bulldozer D6 and under; welder; scraper 20 yds struck and under; machine pulling sheep's foot roller; vibratory rollers.

GROUP 3-A: Asphalt plant; boiler (high pressure); concrete mixing plants; concrete pump; firemen; forklift; forklift (electric); joy drill or similar tractor drilling machine; loader - 1 1/2 yards and under; locomotive (all sizes); mixer concrete - 21E and over; portable asphalt plant; portable batch plant; portable crusher; quarry master; stone crusher; well drilling machine and well point system; cherry picker under 10 tons; hydraulic crane under 10 tons; concert buffy; one yard an up ride on dumper (benford or similar).

GROUP 3-B: Compressor over 125 cu. feet; conveyor belt machine regardless of size; lighting unit (portable & generator); welding machine (steel erection and excavation); and compressor plant; stud machine; ladder hoist.

GROUP 4-A: Air tractor drill; batch plant; bending machine; concrete breaker; concrete spreader; curb cutter machine; farm tractor (all types); finishing machine-concrete; hepavac clean air machine (all similar types: removal of asbestos etc.); material hopper-sand-stone-cement; mixer-concrete-under 21E; mulching grass spreader; pump-gypsum, etc., pump-plaster-grout -fireproofing; shop mechanic (not employed on job site); roller under 4 ton; spreading and fine grading machine; steel cutting machine; syphon pump-air-steam; tar joint machine; turbo jet

burner or similar equipment; vibrator (1 to 5); fine grading machine; roof hoist (tugger hoist); television cameras-water-sewer-gas-etc.

GROUP 4-B: Compressor to 135 feet; dust; dust collector; heater all types; pump; pump station (water and sewer); steam jenny; sweeper; chipper; mulcher.

GROUP 5-A: Concrete saw; oiler fuel truck and oiler grease truck.

GROUP 5-B: Oiler; paint compressor; motorized roller (walk behind); stockroom attendant.

GROUP 6-A-1: master mechanic.

GROUP 6-A-2: helicopter hoist operator.

GROUP 6-A-3: welder-certified.

GROUP 6-A-4: engine-pile driver.

GROUP 6-A-5: helicopter-pilot

GROUP 6-A-6: helicopter-signalman

GROUP 6-A-7: Engineers for all tower cranes, all climbing cranes and all cranes of 100 ton capacity or greater (3900 Manitowac or similar) irrespective of manufacturer and regardless of how the same is rigged (except for pile rigs).

GROUP 6-B-1: Utility man.

GROUP 6-B-2: warehouse man.

GROUP 6-B-3: oiler (asphalt paver)

GROUP 6-B-4: cable splicer.

ENGI0137C 03/05/2001

	Rates	Fringes
DUTCHESS (Poughkeepsie and South thereof)		
POWER EQUIPMENT OPERATORS (HEAVY & HIGHWAY)		
GROUP 1	33.99	16.11+a
GROUP 1-A	31.80	16.11+a
GROUP 1-B	32.90	16.11+a
GROUP 2-A	30.51	16.11+a
GROUP 2-B	30.63	16.11+a
GROUP 3	30.00	16.11+a
GROUP 4-A	27.38	16.11+a
GROUP 4-B	23.71	16.11+a
GROUP 5-A-1	33.60	16.11+a
GROUP 5-A-2	32.59	16.11+a
GROUP 5-A-3	38.56	16.11+a
GROUP 5-A-4	34.35	16.11+a
GROUP 5-A-5	31.40	16.11+a
GROUP 5-A-6	36.91	16.11+a
GROUP 5-A-7	30.37	16.11+a

GROUP 5-A-8	30.64	16.11+a
GROUP 5-B-1	22.62	16.11+a
GROUP 5-B-2	25.69	16.11+a
GROUP 5-B-3	22.29	16.11+a

POWER EQUIPMENT OPERATORS CLASSIFICATIONS (HEAVY & HIGHWAY)

GROUP 1: Boom Truck; Cherry Picker; Clamshell; Crane, (Crawler, Truck); Dragline; Rough Terrain Crane

GROUP 1-A: Auger; Auto Grader; Dynahoe and Dual purpose and similar machines; Boat Captain; Boring Machine (all types); Bull Dozer- all sizes; Central Mix Plant Operator; Chipper-all types; Close circuit t.v.; Compactor with Blade; Concrete Portable Hoist; C.M.I. or similar; Conway or similar mucking machines; Gradall, Shovel Backhoe, etc. Grader; Derrick, (Stone- Steel; Elevator & cage, materials or passengers; Front end loaders over 1 1/2 yds.; Hoist Single, Double, Triple Drum, Hoist Portable Mobile Unit; Hoist Engineer-Concrete (Crane-Derrick-Mine Hoist); Hoist Engineer-Material, Hydraulic Boom; Letourneau or Tournapull (Scrapers over 20 yds. struck); Log Skidder; Movable Concrete Barrier Transfer & Transport Vehicle; mucking machines; overhead crane; paver (concrete); pulsemeter; push button (buzz box) elevator; road mix machines; Robot Hammer (brock or similar), Ross carrier and similar machines; shovels (tunnels); side boom; Slip Form Machine; spreader (asphalt); scoopmobile-tractor-shovel over 1 1/2 yards; trenching machines; telephies-vermeer concrete saw trencher and/or similar; tractor-type demolition equipment, Whirly

GROUP 1-B: Road Paver, Asphalt

GROUP 2-A: Balast Regulators; Compactor self-propelled; Cow Tracks; Fusion Machine; Rail Anchor Machines; Roller 4 ton and over; Scrapers - 20 yards struck; Switch Tampers; Vibratory roller, etc.

GROUP 2-B: Mechanic (outside) all types

GROUP 3-A: Air tractor drill; asphalt plant; batch plant; boiler (high pressure; concrete breaker; concrete pump concrete spreader; curb cutter machine; farm tractor (all types); finishing machine (concrete); fine grading machine; fireman; forklift; forklift (electric); joy drill or similar tractor drilling machine; loader - 1 1/2 yards and under; locomotive (all sizes), maintenance engineer; machine pulling sheeps foot roller; material hopper; mixer concrete - 21-E and over; mulching grass spreader; portable asphalt plant, portable batch plant, portable crusher; powerhouse plant; quarry master; roller under 4 ton; spreading and fine grading machine; steel cutting machine; stone crusher; sweeper; turbojet burner or similar; well drilling machine ; winch truck "A" frame. John Henry Drill or similar.

GROUP 4-A: Service men (fuel or grease truck).

GROUP 4-B: Oiler; Compressor - compressor plant; paint compressor -steel erection; conveyor belt machine; lighting unit (portable & generator); oiler; pumps - pump station-water-sewer-gypsum- plaster, etc.; roller-motorized (walk-behind); welding machine (steel erection excavation); well point system; bending machine; dust collector; mixer - concrete under 21-E; heater all types; steam jenny; syphon pump-air-steam; tar joint machine; vibrator (1 to 5); Compressor Truck Mounted (2-6)

GROUP 5-A-1: Master Mechanic

GROUP 5-A-2: Helicopter hoist operator.

GROUP 5-A-3: Engineer - all tower cranes, all climbing cranes and all cranes of 100 ton capacity or greater (3900 Manitowac or similar) irrespective of manufacturer and regardless of how the same is rigged (except for pile rigs).

GROUP 5-A-4: Hoist Engineer - steel - sub-structure; Engineer--Pile Driver

GROUP 5-A-5: Welder-Certified

GROUP 5-A-6: Helicopter - pilot.

GROUP 5-A-7: Helicopter - signalman.

GROUP 5-A-8: Jersey-spreader, pavement breaker (air ram); Post Hole Digger

GROUP 5-B-1: Utility Man

GROUP 5-B-2: Concrete Saw

GROUP 5-B-3: Oiler

NOTES:

Loader Operator (over 5 cu yds)	.50
Shoval Operators (over 4 cu yd)	1.00
Hazmat premium over regular rate 20%	

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day; Lincoln's Birthday; Good Friday; Memorial Day; Independence Day; Labor Day; Veterans Day; Columbus Day; November Election Day; Thanksgiving Day; and Christmas Day

* ENGI0825K 07/01/2001

	Rates	Fringes
ORANGE, ULSTER AND SULLIVAN COUNTIES		

POWER EQUIPMENT OPERATORS (BUILDING HEAVY & HIGHWAY):

GROUP 1	31.87	16.20+a
GROUP 2	30.28	16.20+a
GROUP 3	28.37	16.20+a

GROUP 4	26.74	16.20+a
GROUP 5	25.03	16.20+a
GROUP 6	33.69	16.20+a

NOTES:

Hazmat Premium	20%
Hydrographic Premium	.50

POWER EQUIPMENT OPERATORS CLASSIFICATIONS (BLDG, HEAVY & HWY)

GROUP 1: Autograde-Pavement-Profiler (CMI and Similar Type);
 utograde-Pavement-Profiler (CMI and Similar Types); Autograde
 Slipform Paver (CMI and Similar Types); Backhoe; Central Power
 Plants (all types); Concrete Paving Machine (s-240 and Similar
 Types); Cranes (All Types, Including Overhead and Straddle
 Traveling Type); Cranes, Gantry; Derricks (Land, Floating or
 Chicago Boom Type); Drillmaster/Quartmaster (Down the Hole Drill)
 Rotary Drill; Self-Propelled, Hydraulic Drill, Self-Powered Drill
 Draglines, Elevator Graders, Front End Loaders (5 yds. and over),
 Gradalls, Grader: Rago, Helicopters (Copilot), Helicopters,
 (Communication Engineer), Locomotive (large), Mucking Machines,
 Pavement and Concrete Breaker (Superhammer, Hoe Ram, Brokk 250
 and Similar Types), Pile Driver (length of boom including length
 of leads shall determine premium rate applicable), Roadway
 Surface Grinder Scooper (loader and shovel), Shovels, Tree
 Chopper with Boom, Trench Machines, Tunnel Boring Machines.

GROUP 2: "A" Frame; Backhoe (Combination); Boom Attachment on
 Loaders (Rate based on size of bucket) not applicable to
 Pipehook) Boring and Drilling Machines, Brush Chopper, Shredder

and Tree Shredder Tree Shearer, Cableways, Carry-alls, Concrete
 Pump, Concrete Pumping System, Pumpcrete and Similar Types,
 Conveyors, 125 ft and over; Drill Doctor (duties include dust
 collector, maintenance), Front End Loader (22 yds. but less than
 2 yds.), Graders (Finish); Groove Cutting Machine (ride on type),
 Heater Planer; Hoists: (all type hoists, Shall Also Include
 Steam, Gas, Diesel, Electric, Air Hydraulic, Single and Double
 Drum, Concrete, Brick Shaft, Caisson, Snorkel Roof, and or any
 other similar type Hoisting Machines, Portable or Stationary,
 Except Chicago Boom Type). Long Boom Rate to Be Applied if Hoist
 is "outside material lower hoist"; Hydraulic Cranes-10tons and
 Under; Hydro-Axe; Hydro-Blaster; Jacket (Screw Air Hydraulic
 Power Operated Unit or Console Type: Not Hand Jack or Pile Load
 Test Type), Log Skidder; Pans, Pavers (all) Concrete; Plate and
 Frame Filter Press; Pumpcrete Machines; Squeeze Crete and
 Concrete Pumping (regardless of size); Scrapers; Sidebooms;
 Straddle Carrier, Ross and Similar Types; Vacuum Truck; Whip
 Hammer; Winch Trucks (Hoisting).

GROUP 3: Asphalt Curbing Machine, Asphalt Plant Engineer, Asphalt
 Spreader; Autograde Tube Finisher & Texturing Machine (CMI and
 Similar types) Autograde Curecrete Machine (CMI and Similar
 Types); Bar Bending Machines (power), Batchers, Batching Plant
 and Crusher on-site; Belt Conveyor Systems; Boom Type Skimmer
 Machines; Bridge Deck Finisher; Bulldozers (all); Car Dumpers

(A:road); Chief of Party; Compressor and Blower Type Units (used Independently or Mounted On Dual Purpose Trucks, On Job Site or In Conduction with Job Site, In Loading and Unloading of Concrete, Cement, Fly Ash, Instantcrete, or Similar Type Materials); Compressor 92 or 3 in Battery); Concrete Finishing Machines; Concrete Saws and Cutters (ride on type); Concrete Spreaders, Hetzel, Rexomatic and Similar types; Concrete Vibrators; Conveyors, Under 125 ft), Crushing Machines, Ditching Machine, Small (ditchwitch, Vermeer or Similar type); Dope Dots (mechanical with or without pump), dumpsters; Elevator; Fireman; Forklifts (economobile, lull, and similar types of equipment); Front End Loaders (1 yd. and over but less than 2 yds.); Generators (2 or 3 in Battery/ within 100 ft); Giraffe Grinders, Graders and Motor Patrols; Grout Pump; Gunnite Machines (excluding nozzle); Hammer Vibratory (in conduction with generators); Hoists (Roof, Tuggeraerial Platfrom Hoist and House Cars), Hoppers, Hoppers Doors (power operated); Hydro-Blaster (where required); Ladders (Motorized); Laddervator; Locomotive, Dinky type; Maintenance, Utility Man; Mechanics; Mixers (Excepting Paving Mixers); Motor Patrols and Graders; Pavement Breakers, Small, Self-Propelled ride on type (also maintains compressor or hydraulic unit); Pavement Breaker, Truck Mounted; Pipe Bending Machine (power); Pitch Pump; Plaster Pump (regardless of size); Post Hole Digger (post pounder and auger); Rod Bending Machines (power); Roller, Black Top; Scales, (power); Seaman Pulverizing Mixer; Shoulder Widener; Silos; Skimmer Machines (Boom Type); Steel Cutting Machine, Services and Maintains; Tamrock Drill; Tractors; Tug Captain; Vibrating Plants (used in conduction with unloading); welder and Repair Machines. Concrete cleaning/decontamination machine operator; Directional boring machine; Heavy equipment robotics operator;

Master environmental maintenance operator; Ultra high pressure waterjet cutting tool system operator; maintenance operator; Vacuum blasting machine operator

GROUP 4: Brooms and Sweepers; Chippers; Compressors (single); Concrete Spreaders (small type); Conveyor Loaders (not including Elevator Graders); Engines, Large Diesel (1620 h.p.) and Staging Pump; Farm Tractors; Fertilizing Equipment (Operator and Maintenance of); Fine Grade Machine (small type); Form Line Graders (small type); Front End Loader (under 1 yd); Generator (single); Grease, Gas, Fuel and Oil Supply Trucks; Heaters (Nelson or Other Type Including Propane, Natural Gas or Flowtype Units); Lights, Portable Generating Light Plants; Mixers, Concrete Small; Mulching Equipment (Operation and Maintenance of); Pumps (2 of Less Than 4 Inch Suction); Pumps 94 Inch Suction and Over Including Submersible Pumps); Pumps (Diesel Engine and Hydraulic); Immaterial of Power; Road Finishing Machines (Small Type); Rollers, Grade, Full Or Stone Base; Seeding Equipment (Operation and maintence of); Sprinkler and Water Pump Trucks (Used on job Site or in conduction with Job Site); Steam Jennies and Boilers, Irrespective of Use; Stone Spreader; Tamping Machines, Vibrating Ride On; Temporary Heating Plant (nelson or Other Type, Including Propane, Natural Gas or Flow Type Units); Water and Sprinkler Trucks (Used On Job Site In Conduction with

Job Site); Welding Machines-Within 100 ft (Gas, and /or Electric Converters of any type, single, tow or three in a battery). welding system, multiple (rectifier transformer type) well point systems (including installation by bull gang and maintenance of); Off Road back dumps.

GROUP 5: Oiler

GROUP 6: Helicopter Pilot

FOOTNOTE:

- a. PAID HOLIDAYS: New Years Day, Washington's Birthday Memorial Day, July 4th, Labor Day, Veteran's Day, Election Day, Thanksgiving Day, and Christmas Day, provided the employee works one day during the calendar week in which the holiday occurs

* ENGI0825L 07/01/2001

	Rates	Fringes
ORANGE, ULSTER AND SULLIVAN COUNTIES		
POWER EQUIPMENT OPERATORS		
BUILDING CONSTRUCTION STEEL ERECTION		
GROUP 1	34.64	16.20+a
GROUP 2	33.73	16.20+a
GROUP 3	31.44	16.20+a
GROUP 4	28.78	16.20+a
GROUP 5	27.25	16.20+a
GROUP 6	25.49	16.20+a
GROUP 7	35.50	16.20+a

NOTES:

Hydrographic Premium	.50
Hazmat Premium	20%
Tunnel Premium	.75

STEEL ERECTION CLASSIFICATIONS

GROUP 1: Cranes (All Cranes, Land or Floating with Booms Including Jib 140 ft and over, Above Ground); Derricks, Land, Floating or Chicago Boom Type with Booms including Jib 140 ft and over above ground).

GROUP 2: Cranes (All Cranes, Land or Floating with Booms Including Jib Less Than 140 ft Above Ground); Derricks, Land, Floating or Chicago Boom Type with Booms Including Jib Less Than 140 ft above Ground).

GROUP 3: "A" Frame, Cherry Pickers 10 tons and under, Hoists Shall Also Include Steam, Gas, Desel, Electric, Air Hydraulic, Single and Double Drum Concrete, Brick Shaft Caisson, or Any Other Similar Type Hoisting Machines, Portable or Stationary, Except Chicago Boom Type; Jacks: Screw Air Hydraulic Power

Operated unit or Console Type (not hand Jack or Pile Load Test Type); Side Booms.

GROUP 4: Aerial Platform used as Hoist; Compressor: 2 or 3 in Battery; Elevators or House Cars; Conveyors and Tugger Hosits; Chief of Party; Firemanp; Forklift; Generators (2 or 3); Maintenance (Utility Man); Rod Bending Machine (power); Welding Machines (Gas or Electric, 2 or 3 in Battery, Including Diesels); Captain: Power Boats: Tug Master: Power Boats.

GROUP 5: Compressor, Single; Welding Machine, Single, Gas, Diesel, and Electric Converters of any Type: Welding System Multiple (Rectifier Transformer Type); Generator, Single.

GROUP 6: Oiler

GROUP 7: Helicopter Pilot .

FOOTNOTE:

- a. PAID HOLIDAYS: New Years Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Election Day, Thanksgiving Day, and Christmas Day, provided the employee works one day in the calendar week during which the holiday occurs.

POWER EQUIPMENT OPERATORS BUILDING CONSTRUCTION TANK ERECTION

GROUP 1	34.36	16.20+a
GROUP 2	33.52	16.20+a
GROUP 3	35.00	16.20+a
GROUP 4	31.43	16.20+a
GROUP 5	26.22	16.20+a

NOTES:

Tunnel Premium	.75
Hazmat Premium	20%
Hydrographic Premium	.50

TANK ERECTION CLASSIFICATIONS

GROUP 1: Operating Engineers on all Cranes, Derricks, ets with Booms Including Jib 140 ft or More Above Ground.

GROUP 2: Operating Engineer on all Equipment, Including Cranes, Derricks, ets with Booms Including Jib, Less Than 140 ft above the ground.

GROUP 3: Helicopter Pilot Engineer.

GROUP 4: Air Compressors, Welding Machines and Generators are Covered and are Defined as Cover: Gas, Diesel, or Electric Driven
0 Equipment and Sources of Power from a Permanent Plant: ie: Staem,
1 Compressed Air, Hydraulic or Other Power, For The Operating of
2 any Machine or Automatic Tools, Used In The Erection, Alteration,

3 Repair and Dismantling of Tanks and Any and All "Dual Purpose"
 4 Trucks Used On The Construction Job Site, or in the Loading and
 5 Unloading of Materials, at the Construction Job Sited or in
 6 Conjunction with the Job Site.

7

8 GROUP 5: Oiler

9

0 FOOTNOTE:

1 a. PAID HOLIDAYS: New Years Day, Washington's Birthday,
 2 Memorial Day, Independence Day, Labor Day, Veteran's Day,
 3 Election Day, Thanksgiving Day, and Christmas Day provided
 4 the Employee works one day in the calendar week during
 5 which the holiday occurs

6

7 -----

8 POWER EQUIPMENT OPERATORS

9 OILOSTATIC MAINLINES AND TRANSPORTATION PIPE LINES:

0

1 GROUP 1	32.50	16.20+ a
2 GROUP 2	30.85	16.20+ a
3 GROUP 3	28.71	16.20+ a
4 GROUP 4	27.21	16.20+ a
5 GROUP 5	25.49	16.20+ a
6 GROUP 6	34.43	16.20+ a

7

8 NOTES:

9 Hydrographic Premium	.50
0 Hazmat Premium	20%
1 Tunnel Premium	.75

2

3 OILSTATIC MAINLINES AND TRANSPORTATION PIPE LINES
 4 CLASSIFICATIONS

5

6 GROUP 1: Backhoe; Cranes (all types); Draglines, Front End
 7 Loaders (5yds. and over), Gradalls, Helicopters (co-pilot),
 8 Helicopters (Communication Engineer); Scooper (Loader and
 9 Shovel) Koehring; Trench Machines.

0

1 GROUP 2: "A" Frame; Backhoe (Combination Hoe Loader); Boring and
 2 Drilling Machines; Ditching Machines, Small, Ditchwitch, Vermeer
 3 or Similar type; Forklifts; Front End Loaders 92 yds. and over
 4 but less than 5 yds.); Graders, Finish (fine); Hydraulic Cranes
 5 10 tons and under (over 10 tons) Cranes Rate Applies); Side
 6 Booms: Winch Trucks (Hoisting).

7

8 GROUP 3: Backfiller; Brooms and Sweepers; Bulldozers; Compressor
 9 (2 or 3 in battery); Chief of Party; Front End Loaders (under 2
 0 yds); Generators; Giraffe Grinders; Graders and Motor Patrols;
 1 Machnic; Pipe Bending Machine (power); Tractors; Water and
 2 Sprinkler Trucks used on Job Site or in Conduction with Job
 3 Site); Welder and Repair Mechanic; Captain (power boats); Tug
 4 Master (power boats).

5

6 GROUP 4: Compressor (single); Dope Pots (Mechanical with or
 7 without Pump); Dust Collectors; Pumps (4 inch suction and over);
 8 Pumps (2 of less than 4 inche suction); Pumps, Diesel Engine and

9 Hydraulic (immaterial of power); Welding Machines, Gas or
 0 Electric Converters of any type- 2 or 3 in Battery Multiple
 1 Welders; Well Point Systems (including installation and
 2 Maintenance); Fram Tractors.

3

4 GROUP 5: Oiler, grease, gas, fuel and oil supply trucks;
 5 Tire repair and maintenance

6

7 GROUP 6: Helicopter Pilot

8

9 FOOTNOTE:

0 a. Paid Holidays: New Years Day, Washington's Birthday,
 1 Memorial Day, Independence Day, Labor Day, Veteran's Day,
 2 Election Day, Thanksgiving Day, and Christmas Day Provided
 3 the Employee works one day in calendar week during which
 4 the holidays occurs.

5 -----

6

7 * IRON0417A 07/01/2001

	Rates	Fringes
9 IRONWORKERS	26.00	22.35

0 -----

1

2 * LABO0017M 07/01/2001

	Rates	Fringes
4 ORANGE, ULSTER, SULLIVAN 5 AND DUTCHESS COUNTIES		

6

7 LABORERS

8

9 BUILDING CONSTRUCTION:

0

1 GROUP 1	19.25	8.85
2 GROUP 2	22.50	8.85
3 GROUP 3	24.30	8.85
4 GROUP 4	27.05	8.85

5

6 LABORERS BUILDING CLASSIFICATIONS

7

8 GROUP 1: Custodial work, flag person, traffic control person,
 9 toll room tender, temporary heat tender, temporary light tender,
 0 portable pump tender, portable generator tender.

1

2 GROUP 2: Common laborers, general clean-up person, safety &
 3 firewatch person, temporary weather protection, snow removal,
 4 dump area person, wrecking, demolition, dismantling person,
 5 landscaping person, chuck tender, poured gypsum roof work, water
 6 proofing, styrofoam installation persons, tile setter tender,
 7 carpenter tender.

8

9 GROUP 3: Asphalt laborer, pump concrete machines, fire proofing &
 0 acoustic pumps & mixers, gunite, sand blasting, pressure blasting,
 1 singal person, air or electric chipping hammer, barmen, pavement
 2 breaker, jack hammer, hydraulic splitter, air track, power man,
 3 pipelayer, conduit layer, duct bank layer, vibro, baco, jay
 4 tamper, walk behind tamper, or similar type walk behind rollers,

5 radio controlled tampers & rollers, chain saw operator, scaffold
 6 builder, concrete laborer, hod carriers, concrete mixer, concrete
 7 vibrator, walking power biggy, riding power buggy, power driven
 8 mortar mixer, power driven plaster mixer & mason tender; concrete
 9 saw, granite, stone or manufactured curbing, surface setting of
 0 all block, brick, stone, assembling & placing of gabion basket or
 1 similar, rip rap, low fork lifts and laser operations under
 2 laborers jurisdiction, form setting burner-torch), chain link
 3 fence, wagon drill, joy & gib drills, Ingersol Rand, heavy duty
 4 crawler-master type HCMZ, drill machines or equivalent, all
 5 wrecking, demolition or dismantling above fourteen (14) feet,
 6 erecting and dismantling or scaffolding above fourteen (14) feet,
 7 cleaning machine.

8
 9 GROUP 4: All work related with asbestos, or any toxic and
 0 hazardous material, blasting, leroy hydraulic or similar,
 1 scaffold or platform work thirty (30) feet or more above surface
 2 and high fork lift, fireproof spraying.

3 -----

4

5 LABORERS HEAVY & HIGHWAY:

6

7	GROUP 1:	19.25	10.50+a
8	GROUP 2:	23.75	10.50+a
9	GROUP 3:	24.85	10.50+a
0	GROUP 4:	25.55	10.50+a
1	GROUP 5:	28.30	10.50+a

2

3 FOOTNOTE:

4 a. PAID HOLIDAYS: New Years Day, President's Day, Memorial Day,
 5 Independence Day, Labor Day, Election Day, Veterans Day,
 6 Thanksgiving Day, Christmas Day

7

8 LABORERS HEAVY AND HIGHWAY CLASSIFICATIONS

9

0 GROUP 1: Flagperson, placing and maintenance of all flares,
 1 cones, light, signs, barrlcades, traffic patterns all reflective
 2 type materials for traffic control, custodial work, traffic
 3 directors, temporary heat, snow removal and firewatch

4

5 GROUP 2: General laborers, chuck tender, handling and
 6 distributing drinking water, distributing all tools and supplies
 7 of laborers, nipper, powder carrier, magazine tender, warehouse
 8 laborers, concrete man, vibrator man, mason tender, mortar man,
 9 spraying, brushing and covering of concrete for curing and
 0 preservative purposes, traffic striper, scaffold builder,
 1 concrete crub and sidewalk from setter

2

3 GROUP 3: Asphalt men, joint setter, signal man, wellpoints,
 4 conduit and layer, wire puller, rip rap and dry stone layers,
 5 steel rod carriers core drill, rock splitter, Hilti gun-air, or
 6 electric, jackhammer, chipping hammer, bush hammer, pavement
 7 breaker, wagon drill, air track, jib rig, joy drill, gunnite and
 8 sandblasting, coal pass and nozzle men on mulching and seeding
 9 machines, all guard rail and fence men, all seeding and sod
 0 laying, all landscape work, grade checkers, all bridge work, walk

1 behind rollers, and tampers of all types, salvage stripping,
 2 wreckin and dismantling laborers (including bar men, cutting
 3 torch and burnermen), sheeting and shoring, bit grinder, operator
 4 of form pin pullers, and drivers, sandblasting, joint and jet
 5 sealers, filling and wiring of baskets for gabion walls,
 6 permanent sing men, medium barrier, stawall or similar type
 7 product, chain saw operator, railroad track laborers,
 8 waterproofers, prestressed and pre-cast concrete, crubs, brick
 9 and block and stone pavers, power tool used to perform work
 0 usually done by laborers, power buggy and pumpcrete operator,
 1 fireproof, plaster and acoustic pump, asbestos, toxic or
 2 hazardous materials abatement when protective clothing and
 3 equipment is not required, power brush cutter behind surface
 4 planer, welding related to laborers work, remote controlled
 5 equipment normally operated by laborers.

6
 7 GROUP 4: Concrete finisher and form setter for concrete pavement,
 8 gunnite nozzle man, sotne cutters, granite stone layer, manhole
 9 and catch basin on inlet installing, Ingersoll Rand heavy duty
 0 crawler-master HCMZ, any drill using a 4" or larger bit, mortar
 1 mixer and forlk lift operator, laser men.

2
 3 GROUP 5: Asbestos, toxic, or hazardous material abatement
 4 when protective clothing and equipment is required. LeRoi
 5 hydraulic drill or similar, scaffold or platform work thirty (30)
 6 feet above the surface, high fork lift fireproof spraying.

7
 8 TUNNEL, SHAFT & CASSION WORK

9			
0	GROUP 1	24.20	10.50+a
1	GROUP 2	26.15	10.50+a
2	GROUP 3	26.65	10.50+a
3	GROUP 4:	29.35	10.50+a

4
 5 FOOTNOTE:

6
 7 PAID HOLIDAYS: New Years Day, Presidents's Day, Memorial Day,
 8 Independence Day, Labor Day, Election Day, Veterans Day,
 9 Thanksgiving Day, Christmas Day

0
 1 TUNNEL, SHAFT & CASSION CLASSIFICATIONS

2
 3 GROUP 1: Laborer, Pit and Dumpman, Chuck Tender, Brakeman and
 4 Powder

5
 6 GROUP 2: Miner and all mavhine men, Safety Miner, all shaft work,
 7 casson work, drilling, blow pipe, all air tools, tugger scaling,
 8 nipper gunniting srom pot to nozzle, bit grinder, singal man (top
 9 and bottom), shift steward, concrete man, shield driven tunnel,
 0 mixed face and soft ground liner plate tunnel in free air.

1
 2 GROUP 3: All work under compressed air to include, but not
 3 limited to Miner and all Machine men, Safety Miner all scaling,
 4 Nipper, Gunniting from Pot to Nozzle, Bit Grinder Signal man

5
 6 GROUP 4: Asbestos, abatement work, toxic and hazardous material

7 when protective clothing and equipment is required.

8 -----

9

0 LABO1000A 06/01/2000

1 Rates Fringes

2 DUTCHESS COUNTY

3

4 LABORERS (BUILDING CONSTRUCTION):

5 GROUP 1 21.25 10.30+a

6 GROUP 2 21.75 10.30+a

7 GROUP 3 22.25 10.30+a

8 GROUP 4 23.25 10.30+a

9

0 LABORERS CLASSIFICATIONS (BUILDING)

1

2 GROUP 1: Mason tenders, carpenter tenders, laborer stripping and
3 cleaning forms, laborer grading and digging ditches, sweepers and
4 cleaners

5

6 GROUP 2: Hod Carriers (plasters' helpers) scaffold builders

7 (padlock and self-supporing scaffold 14 feet or

8

9 under all runways), mortar mixers (by machine under 21E)

0 vibrators, form setters, asphalt rakers, handling reinforcement

1 rods, working labor foreman, dirllers and jack hamemrs and

2 operators, signal men, gunniting, shop stewards, motor buggs,

3 water pumps 2" or under, Braco machine, wreckers, paving breaker,

4 power saw operators, other machine operators.

5

6 GROUP 3: Blaster, laser beam operator

7

8 GROUP 4: Asbestos abatement work, toxic, and hazardous

9 abatement and related work

0

1 FOOTNOTE:

2 a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence

3 Day, Labor Day Thanksgiving Day, and Christmas Day

4 -----

5

6 LABO1000D 05/01/2000

7 Rates Fringes

8 DUTCHESS COUNTY

9

0 LABORERS (HEAVY & HIGHWAY):

1 GROUP 1 18.20 9.95+a

2 GROUP 2 21.71 9.95+a

3 GROUP 3 21.96 9.95+a

4 GROUP 4 22.71 9.95+a

5 GROUP 5 24.41 9.95+a

6

7 LABORERS CLASSIFICATIONS (HEAVY & HIGHWAY)

8

9 GROUP 1: Flagperson, placing and maintenance of all flares,

0 cones, light, signs, barricades, traffic control, custodial work,

1 traffic directors, temporary heat or light tenders, tool rooms.

2

3 GROUP 2: General Laborers, Dumpman, Pitman.

4

5 GROUP 3: Concrete Man, Signal Man, Pipelayer, Rip Rap, Dry Stone
6 Layer, Jackhammer, Powderman, Highscalers, Power Buggy Operator,
7 Steel Rod Carrier, Vibratory Operator, Other Machine Operator,
8 Wrecking, Vibrator Operator-Compactor, Guniting and Sand Blasting,
9 Water Pump 2" or under, Nipper, Chucker, Asphalt Workers.

0

1 GROUP 4: Asphalt Raker, Asphalt Screeman, Drillers (all), Laser
2 Beam Operator, Form Setter/Aligners, Blasters.

3

4 GROUP 5: Asbestos, Toxic, Lead, or Hazardous Material Abatement
5 when protective clothing and equipment are required.

6

7 FOOTNOTE:

8 a. PAID HOLIDAYS: New Years Day, Lincoln's Birthday, Good
9 Friday, Washington's Birthday, November Election Day,
0 Memorial Day, Independence Day, Labor Day, Columbus day,
1 Thanksgiving Day and Christmas Day and Veteran's Day.

2

3 -----

4
5 PAIN0009F 05/01/2001

6 Rates Fringes
7 DUTCHESS (All of Hyde Park and anything south of Hyde Park),
8 ORANGE, SULLIVAN, and ULSTER (All of Kingston and anything south
9 of Kingston)

0
1 GLAZIERS 30.75 19.20

2 -----

3
4 PAIN0155B 06/01/1999

5 Rates Fringes
6 PAINTERS
7 PAINTER\PAPERHANGER 19.49 8.96
8 DRYWALL FINISHERS 19.49 8.96
9 SPRAY RATE 20.49 8.96
0 STRUCTURAL STEEL 29.74 8.96
1 BRIDGES, SWING STAGE, 29.74 8.96
2 BOATSWAIN CHAIR, PICK &
3 CABLES OVER 20 FEET
4 LEAD ABATEMENT WORK 19.49 8.96

5 -----

6
7 PAIN0155D 06/01/1999

8 Rates Fringes
9 DUTCHESS (Anything North of Hyde Park) and ULSTER (Anything North
0 of Kingston) COUNTIES

1
2 GLAZIERS 19.00 9.62

3 -----

4
5 PLUM0201B 04/01/2001

6 Rates Fringes
7 DUTCHESS COUNTY AND THE REMAINDER
8 OF ULSTER COUNTY

9			
0	PLUMBERS AND STEAMFITTERS	25.50	16.08
1	-----		
2			
3	PLUM0373B 05/01/2001		
4		Rates	Fringes
5	ORANGE COUNTY		
6			
7	TOWNS OF MONROE AND TUXEDO		
8	Plumbers & Steamfitters	29.72	18.00
9	-----		
0			
1	PLUM0373C 05/01/2001		
2		Rates	Fringes
3	ZONE 2		
4			
5	SULLIVAN, ORANGE (Except the		
6	Towns of Monroe and Tuxedo) AND		
7	ULSTER (The Towns of Shawangurk,		
8	Wawarsing, Plattekill and Marlboro)		
9			
0	PLUMBERS AND STEAMFITTERS	25.80	14.15
1	-----		
2			
3	* ROOF0008B 07/01/2001		
4		Rates	Fringes
5	ROOFER	29.08	18.78
6	-----		
7			
8	SFNY0669B 04/01/2001		
9		Rates	Fringes
0	SPRINKLER FITTERS	32.05	6.00
1	-----		
2			
3	* SHEE0038A 07/01/2001		
4		Rates	Fringes
5	SHEET METAL WORKERS	31.30	15.69
6	-----		
7			
8	TEAM0445A 07/01/1998		
9		Rates	Fringes
0	TRUCK DRIVERS:		
1	GROUP 1	21.25	13.45+a
2	GROUP 2	21.15	13.45+a
3	GROUP 3	20.95	13.45+a
4	GROUP 4	20.85	13.45+a
5	GROUP 5	20.75	13.45+a
6			
7	FOOTNOTE:		
8	a. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence		
9	Day; Labor Day; Thanksgiving Day; Christmas Day Plus		
0	Washington's Birthday, Election Day, and Veterans Day,		
1	provided the employee works one day calendar week during		
2	which the holidays occurs.		
3			
4	TRUCK DRIVER CLASSIFICATIONS		

5
6 GROUP 1: Drivers on Letourneau tractors, double barrel euclids,
7 Athey wagons and similar equipment (except when hooked to
8 scrapers), drivers on low beds, I-beam and pole trailers, drivers
9 of road oil distributors, tire trucks and tractors and trailers
0 with 5 axles and over.
1
2 GROUP 2: Drivers on all equipment 25 yards and over, up to and
3 including 30 yard bodies and cable dump trailers and powder and
4 dynamite trucks.
5
6 GROUP 3: Drivers on all equipment up to and including 24 yard
7 bodies, mixer trucks, dump crete trucks and similar types of
8 equipment, fuel trucks and all other tractor trailers.
9
0 GROUP 4: Drivers on ten-wheelers, grease trucks and tillermen.
1
2 GROUP 5: Drivers on pick-up trucks used for materials & parts,
3
4 drivers on escort man over-the-road and drivers on straight
5 trucks.
6 -----
7
8 WELDERS - Receive rate prescribed for craft performing operation
9 to which welding is incidental.
0 =====
1
2 Unlisted classifications needed for work not included within
3 the scope of the classifications listed may be added after
4 award only as provided in the labor standards contract clauses
5 (29 CFR 5.5(a)(1)(v)).
6 -----
7 In the listing above, the "SU" designation means that rates
8 listed under that identifier do not reflect collectively
9 bargained wage and fringe benefit rates. Other designations
0 indicate unions whose rates have been determined to be
1 prevailing.
2
3 WAGE DETERMINATION APPEALS PROCESS
4
5 1.) Has there been an initial decision in the matter? This can
6 be:
7
8 * an existing published wage determination
9 * a survey underlying a wage determination
0 * a Wage and Hour Division letter setting forth a
1 position on a wage determination matter
2 * a conformance (additional classification and rate)
3 ruling
4
5 On survey related matters, initial contact, including requests
6 for summaries of surveys, should be with the Wage and Hour
7 Regional Office for the area in which the survey was conducted
8 because those Regional Offices have responsibility for the
9 Davis-Bacon survey program. If the response from this initial
0 contact is not satisfactory, then the process described in 2.)

1 and 3.) should be followed.

2

3 With regard to any other matter not yet ripe for the formal
4 process described here, initial contact should be with the Branch
5 of Construction Wage Determinations. Write to:

6

7 Branch of Construction Wage Determinations
8 Wage and Hour Division
9 U. S. Department of Labor
0 200 Constitution Avenue, N. W.
1 Washington, D. C. 20210

2

3 2.) If the answer to the question in 1.) is yes, then an
4 interested party (those affected by the action) can request
5
6 review and reconsideration from the Wage and Hour Administrator
7 (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

8

9 Wage and Hour Administrator
0 U.S. Department of Labor
1 200 Constitution Avenue, N. W.
2 Washington, D. C. 20210

3

4 The request should be accompanied by a full statement of the
5 interested party's position and by any information (wage payment
6 data, project description, area practice material, etc.) that the
7 requestor considers relevant to the issue.

8

9 3.) If the decision of the Administrator is not favorable, an
0 interested party may appeal directly to the Administrative Review
1 Board (formerly the Wage Appeals Board). Write to:

2

3 Administrative Review Board
4 U. S. Department of Labor
5 200 Constitution Avenue, N. W.
6 Washington, D. C. 20210

7

8 4.) All decisions by the Administrative Review Board are final.

9

END OF GENERAL DECISION